

AGENDA

CITY COUNCIL MEETING

Tuesday, July 14, 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 6/23/26
- B. RESOLUTION designating the Place of Posting of Public Meeting Notices
- C. Approval of monthly bills

V. NEW BUSINESS:

- A. **PUBLIC HEARING** on a Proposed Ordinance Regarding Electric Bicycles, Electric Scooters, and Personal Transportation Devices
- B. **ORDINANCE** Amending the Code of Ordinances of the City of Jefferson, Iowa By Adding a New Chapter - Electric Bicycles, Electric Scooters, and Personal Transportation Devices
- C. Hire Glenn Hackbarth as a Police Officer
- D. RESOLUTION Awarding Contract and Approving Contract & Bond for the Westwood Sidewalk Project.
- E. RESOLUTION Setting Time and Place for a Public Hearing Concerning the Grant of an Electric Line Easement and Gas Regulator Station Easement to Alliant Energy
- F. RESOLUTION Accepting Grant from Iowa Economic Development Authority for 111 N. Chestnut Street Project.
- G. Authorize Referendum Regarding Local Option Sales Tax.
- H. Approval of Tree Assistance Program Application from 305 E. Lincoln Way.
- I. RESOLUTION Approving 28E Agreement with the City of Churdan Regarding Animal Shelter
- J. RESOLUTION Amending Cemetery Rules
- K. RESOLUTION Adopting Updated Cemetery Fee Schedule.

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, July 14, 2026 5:30 p.m.

Agenda Posting Location: Effective July 1, 2026, local governments must annually pass a resolution identifying the place where agendas and other official notices are posted. The enclosed resolution states that agendas will be posted in the City Hall lobby. Agendas are posted so they can be viewed from outside the door.

E-bikes & E-scooters: The City Council will hold a public hearing on the proposed ordinance regarding e-bikes, e-scooters, and personal mobility devices. The Council will then consider the enclosed Ordinance which has been developed and recommended by the Police Committee.

Hire Police Officer: Chief Clouse proposes to hire Glenn Hackbarth as a Police Officer at a wage of \$74,030.25. Officer Hackbarth is certified with five years' experience.

Westwood Sidewalk Bid: The City received seven bids for the Westwood sidewalk project, including the alternate for the Doc's Stadium alley. The low bid was from Cardenas Concrete from Fort Dodge. Their bid was \$748,908 for the sidewalk and \$37,594 for the alley. The Engineer's Estimate was 883,525 for the sidewalk and \$65,181 for the alley. Enclosed is a recommendation from Bolten & Menk to award the bid to Cardenas.

Alliant property: There is a pending Offer & Acceptance with Alliant Energy to purchase the lots (shown on the enclosed aerial photograph) for \$26,000. This offer includes a provision that the City provide an easement back to Alliant for their existing facilities. Before the City can agree to the offer and acceptance, the City needs to hold a public hearing about the proposed easement. It is proposed to set July 28th as the date of the public hearing for the easements, and the offer and acceptance can be considered at the same meeting.

Catalyst Grant: Schyler & Lauren Bardole have been awarded a \$100,000 Catalyst Grant to assist with the rehab of the building at 111 N. Chestnut Street. The City is the contracting authority with the State and is the fiscal agent for this grant.

LOST: The existing 1% Local Option Sales tax sunsets on June 30, 2027 unless the LOST is reaffirmed by a referendum. Enclosed is a informational sheet / timeline from the Greene County Auditors office.

Currently, LOST funds can be used only as stated in this revenue purpose statement: "100% for the repair, maintenance, placement, and improvement of Jefferson's infrastructure."

The Council is asked: (1) whether they wish to proceed with a referendum, (2) what the use of the funds will be; and (3) what is the sunset date or shall this become perpetual. The Council has until July 27th to show its desire to have the question based on the November 3rd General Election ballot. Revenue purpose statements are due in the Greene County Auditor's Office by August 17th.

Approve Tree Removal Assistance Agreements: The City received one application for tree removal assistance from 305 E. Lincoln Way for \$775.75.

Animal Shelter Agreements: Enclosed is a 28E agreement with Churdan to use the Animal Shelter for their stray animals. The annual cost is \$200.00. We also have agreements in place with Grand Junction, Rippey & Scranton.

Cemetery Rules & Fees: The Cemetery Committee recommends two changes for Council consideration:

Rules: The Cemetery Rules are included herein with the following proposed addition:
Trees may be planted only as approved by the Cemetery Operator and only on an empty four-foot space owned by the person or family requesting the tree.

Fees: Cemetery Fees are proposed to change as follows:

Sale of space (4' per space)	\$500.00
Grave Opening	\$650.00
Baby Grave Opening	\$200.00
Cremains Placements	\$250.00
After 3:00 pm Monday-Friday	\$150.00
Saturday Extra Charge	\$200.00; \$300.00 if after 12:00 p.m.
Sundays & Holidays	\$ 700.00; \$900.00 if after 12:00 p.m.

A comparison of proposed rates vs. current rates is included herein.

IaCMA Conference: I will be out of the office July 15 – 17 for the Summer Conference of the Iowa City Management Association.

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE
PLACE OF POSTING OF PUBLIC MEETING NOTICES

WHEREAS, the Iowa Code § 21.4 requires that a governmental body must give notices of the time, date and place of each meeting of the governmental body;

WHEREAS, House File 2490, signed into law on May 15, 2026, and effective on July 1, 2026, updated Iowa Code § 21.4 such that a governmental body annually designate a prominent and conspicuous place for which to post said notice of each meeting; and

WHEREAS, the City of Jefferson desires to designate the place for which to post notice of the meetings of its various governmental bodies.

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

Section 1. The City of Jefferson designates the front door of City Hall at 220 N. Chestnut St. in Jefferson, IA, as the location to post the notices of the meetings of its various governmental bodies subject to public notice requirements under Iowa Code chapter 21.

Section 2. The Mayor, City Administrator, and City Clerk are authorized and directed 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 this 14th day of July, 2026.

Craig Berry, Mayor

ATTEST:

Roxanne Gorsuch, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
JEFFERSON, IOWA, BY ADDING A NEW CHAPTER ____ – ELECTRIC BICYCLES,
ELECTRIC SCOOTERS, AND PERSONAL TRANSPORTATION DEVICES

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

SECTION 1. Chapter Added. Chapter ____ of the Code of Ordinances of the City of Jefferson, Iowa, 2017, be created and therefore enacted in the following chapter:

CHAPTER ____
BICYCLES, ELECTRIC SCOOTERS, AND PERSONAL TRANSPORTATION
DEVICES

___.01. **PURPOSE.** The purpose of this chapter is to establish regulations for the safe and responsible operation of bicycles, electric scooters, low-speed electric bicycles, and similar personal transportation devices on the streets, sidewalks, and public ways of the City of Jefferson.

___.02. **DEFINITIONS.**

1. Bicycle: A device having up to four wheels and at least one saddle or seat for the use of a rider, propelled by human power, or a low-speed electric bicycle. Chapter 76 of this Code of Ordinances regulates bicycles in the City of Jefferson.
(Code of Iowa, Sec. 321.1[40.c])
2. Low-Speed Electric Bicycle: A device with a saddle or seat, up to four wheels, fully operable pedals, and an electric motor of less than seven hundred fifty watts with a top speed of 28 miles per hour or less. Chapter 76 of this Code of Ordinances shall regulate low-speed electric bicycles in addition to those provisions specific to low-speed electric bicycles found in this Chapter ____.
(Code of Iowa, Sec. 321.1[36A])
3. Electric Scooter: A device weighing less than one hundred pounds, equipped with one, two, or three wheels, with or without handlebars or a seat, and an electric motor capable of propelling the device at a maximum speed of no more than twenty miles per hour on a paved level surface.
4. Motorized Bicycle: A motor vehicle with a saddle or seat, designed to travel on not more than three wheels, and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power, but excluding a low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.b.])

5. Other-Power Driven Mobility Device (OPDMD): Any mobility device powered by batteries, fuel, or other engines used by individuals with mobility disabilities for locomotion, but not a wheelchair (manual or power-driven) or golf carts as regulated by Chapter 77 of the Code of Ordinances of the City of Jefferson.
6. Roadway: The portion of a highway improved, designed, or ordinarily used for vehicular travel.
(Code of Iowa, Sec. 321.1[65])
7. Street: The entire width between property lines of every way or place open to public use for vehicular traffic, which is either paved or laid with gravel, the edge of which is marked by a curb or yard.
8. Sidewalk: A paved or unpaved surface, separate from the street, less than ten feet in width, under the jurisdiction of the city, primarily for pedestrian use.
9. Residential District: Means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.
10. Business District: Means the 12-block area for which the boundaries are Washington Street on the north, Elm Street on the west, Harrison Street on the south, and Locust Street on the east.

.03. SCOPE OF REGULATIONS. These regulations apply whenever an electric scooter, low-speed electric bicycle, OPDMD, or motorized bicycle is operated on any public street, roadway, park road, sidewalk, or in any bicycle lane or path within the City of Jefferson, subject to the exceptions and regulations stated herein.

.04. APPLICATION OF TRAFFIC CODE

1. Equal Rights and Duties. Every person riding a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD on a roadway or in a bicycle lane shall have all the rights and be subject to all the duties applicable to the driver of a vehicle under state law and the City's traffic code, except for provisions that by their nature do not apply or where specific exceptions are provided.
2. No Registration or Insurance Requirements. Low-speed electric bicycles, electric scooters, and OPDMDs are not subject to registration, licensure, titling, inspection, or proof of financial liability coverage.
3. Motorized Bicycles Subject to State Vehicle Requirements. Motorized bicycles are subject to registration, licensure, titling, inspection, and proof of financial liability coverage as required by the Code of Iowa, Chapter 321.

4. Licensing Requirements. Riders of motorized bicycles must possess a valid driver's license or permit. Riders of low-speed electric bicycles, electric scooters, or OPDMDs are not required to have a driver's license or permit.
5. Dismounted Riders are Considered Pedestrians. When dismounted, operators of a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD are subject to all regulations applicable to pedestrians.

__05. MOTOR VEHICLE OPERATIONS.

1. Lateral Passing Distance. When overtaking a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD on a paved shoulder or in a bicycle lane, a motor vehicle must provide at least three feet of lateral passing distance.
2. Yield to Persons in Crosswalks. Motor vehicles must yield right-of-way, slowing down or stopping if need be to so yield, to pedestrians, dismounted operators of motorized bicycles, low-speed electric bicycles, electric scooters, or OPDMDs, and persons on low-speed electric bicycles, electric scooters, or OPDMDs within any crosswalk.
3. Maintain Safe Distance. No person operating a motor vehicle shall steer unreasonably close to or toward a pedestrian, cyclist, or person on an electric scooter or OPDMD on a roadway or street.
4. Prohibition of Throwing Objects. A person shall not knowingly project any object or substance at or against a dismounted operator of or person riding a bicycle, motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

__06. RESPONSIBLE RIDING.

1. Riding Restricted. No motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD shall be used to carry more persons at one time than the number for which it is designed and equipped. A person propelling a motorized bicycle, low-speed electric bicycle, electric scooter or OPDMD shall not ride other than astride a permanent and regular seat or platform attached thereto.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. No person shall operate a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD at a speed greater than is reasonable and proper giving due regard under existing conditions, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade, and not in excess of the posted speed limit or, if none, twenty miles per hour on bicycle lanes, paths, or sidewalks. No low-speed electric bicycle, electric scooter or motorized bicycle that has been modified to increase its speed beyond the manufactured specifications shall be operated inside city limits.

3. Control. Operators of a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD must maintain directional, speed, and stopping control of their device at all times.
4. Improper riding. No person shall operate a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD in a reckless manner or disregard the safety of others or property. All riders must operate their devices in a careful and prudent manner at all times complying with all posted signage and applicable laws. Riders shall not obstruct common areas, paths, sidewalks, parks, or entranceways, and must not interfere with the safe passage of others.
5. Right of Way. Riders of low-speed electric bicycles, electric scooters, motorized bicycles and OPDMDs shall yield the right-of-way to pedestrians, human-powered bicycles, and other human-powered conveyances.
6. Emerging from a Trail, Sidewalk, Alley, or Driveway. When emerging from a trail, sidewalk, alley, driveway, or building, operators of motorized bicycles, low-speed electric bicycles, electric scooters, or OPDMDs shall, upon approaching a sidewalk or sidewalk area, yield the right-of-way to all pedestrians approaching on said sidewalk, and upon entering a roadway, shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

7. Towing. It is unlawful for any person riding upon any motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. It is further unlawful for any person riding a low-speed electric bicycle, motorized bicycle, electric scooter or OPDMD to attach to tow anything or anyone behind the device or themselves. This section shall not prohibit attaching a trailer to a low-speed electric bicycle that is designed to accommodate such a device.
8. Following Emergency Vehicles. No person riding a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle, low-speed electric bicycle, electric scooter, or OPDMD within 500 feet of an emergency vehicle stopped in response to an emergency.

__ .07. PLACE OF RIDING.

1. Bicycle Paths. Electric scooters, low-speed electric bicycles, and OPDMDs may be operated on bicycle paths eight feet or wider unless signs prohibit such use.
2. Roadways and Streets. When riding on a roadway or street, riders of motorized bicycles, low-speed electric bicycles, electric scooters, or OPDMDs shall follow the same laws as

motor vehicles, unless a bicycle path or lane is available, in which case riders may use the path or lane as permitted.

3. Residential District. On public sidewalks in residential districts, low-speed electric bicycles and electric scooters may be operated in a careful and prudent manner, except where signs prohibit such use or designated dismount zones. OPDMD may be operated by persons with mobility disabilities on all sidewalks in residential districts provided they take due care not to risk damage to the sidewalks, surrounding environment, or pose a risk of safety to other sidewalks users.
4. Prohibition of Riding on Sidewalks in Business District. The operation of motorized bicycles, low-speed electric bicycles and electric scooters on sidewalks located within the Business District is strictly prohibited at all times, regardless of the presence or absence of signage, unless otherwise expressly permitted by posted signage authorized by the city or relevant authority. Riders of motorized bicycles, low-speed electric bicycles and electric scooters must dismount and walk their devices when traversing sidewalks in Business Districts. OPDMD may be operated by persons with mobility disabilities on all sidewalks in the Business District provided they take due care not to risk damage to the sidewalks, surrounding environment, or pose a risk of safety to other sidewalks users.
5. City Parks. In city parks, electric scooters and low-speed electric bicycles may only be ridden on paved portions of bicycle paths and sidewalks as well as the designated dirt paths located in Russell Park and Chautauqua Park. Motorized bicycles may not be operated in city parks. Notwithstanding anything to the contrary herein, motorized bicycles, low-speed electric bicycles and electric scooters may be operated anywhere in Daubendiek Park as long as the operator takes due care not to risk damage to trails, surrounding environment, or pose a risk of safety to persons and animals at Daubendiek Paark.
6. Prohibited Streets of Operation. Operation of electric scooters is strictly prohibited on US Highway 30 (220th Street), North Elm Street, South Elm Street, East Lincoln Way, West Lincoln Way, and North Grimmell Road north of Clark Street, within city limits.
(Code of Iowa, Sec..310.1[3])
7. Special Events. The provisions in this Chapter __.07 may be modified by City Council for special events.

___.08. HOURS AND MONTHS OF OPERATION OF ELECTRIC SCOOTERS.

1. Hours. Operation of electric scooters is permitted only from sunrise to sunset.
2. Season of Operation. Operation of electric scooters is strictly prohibited when snow and ice are present on the riding surface.

___.09. PARKING. Motorized bicycles, low-speed electric bicycles, electric scooters, and OPDMDs shall not be parked in a manner that blocks or impedes:

1. ADA-compliant pedestrian pathways
2. Fire hydrants
3. Mailboxes
4. Crosswalks or curb ramps
5. Loading zones
6. Transit stops or shelters
7. Accessible parking spaces (except that OPDMD's may be parked in such spaces when and where appropriate)
8. Street furniture or amenities requiring pedestrian access
9. Entryways or driveways
10. Doorways
11. Alleys

10. EQUIPMENT REQUIREMENTS. Every person riding a motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD shall be responsible for providing and using equipment as provided herein:

1. Lighting. Between sunset and sunrise, or when visibility is insufficient, every motorized bicycle, low-speed electric bicycle, , or OPDMD must have a front white light visible from at least 300 feet and a rear red light visible from at least 300 feet. Lights may be attached to the operator if visibility requirements are met.
2. Braking. Every motorized bicycle, low-speed electric bicycle, electric scooter, and OPDMD must have a brake capable of making the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

3. No motorized bicycle, low-speed electric bicycle, electric scooter, or OPDMD shall be equipped with or use a siren or whistle, except for police bicycles in the line of duty.

(Code of Iowa, Sec. 321.434)

11. VIOLATIONS AND PENALTIES.

1. Violation. A violation or failure to perform any act or duty required under this chapter shall be treated as a municipal infraction under Chapter 4 of this Code of Ordinances.
2. Special Violation. For those violations that would otherwise be punishable by a standard fine under Section 4.03(1), a person may, in lieu of said fine, allow the person's motorized bicycle, low-speed electric bicycle or electric scooter to be impounded to the City as provided in Section 76.14 of this Code of Ordinances. This special violation is not available to anyone violating Chapter 321 of the Code of Iowa.
3. Officer Impound. For repeated violations of this chapter, an officer may impound a person's motorized bicycle, low-speed electric bicycle or electric scooter for up to thirty (30) days. Impounding a device under this section may be in addition to penalties rendered under this chapter.

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

SECTION 3. Effective Date. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Finally passed by the Council and approved on _____, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

- - - -

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on _____, 2026.

Roxanne Gorsuch, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

116 North Wilson Avenue
PO Box 68
Jefferson, IA 50129

Phone: (515) 766-4423
Bolton-Menk.com

July 9, 2026

City of Jefferson
Attn: Scott Peterson, City Administrator
220 North Chestnut Street
Jefferson, Iowa 50129

RE: Westwood Area Sidewalk Improvements & Doc's Stadium Alley Improvements
Recommendation of Award
Project No.: 25X.138031 & 26X.142513

Dear Mr. Peterson:

At 3:00 p.m. on July 1st, 2026, bids were received for the Westwood Area Sidewalk Improvement project with the Doc's Stadium Alley Improvement as an alternate. The Engineer's Estimate for the base bid of the project was \$883,525.00 and \$65,181.00 for the Doc's Alley alternate, a total of \$946,706.00. Seven bids were received, the bidders were responsive, and bids for total base, alternate and total bid are summarized as follows:

Bidder	City, State	Base Bid	Alternate	Total Bid Amount
Cardenas Concrete, LLC	Fort Dodge, IA	\$748,908.00	\$37,594.00	\$786,502.00
Concrete Connection, LLC	Johnston, IA	\$805,500.00	\$59,264.00	\$864,764.00
TK Concrete, Inc	Pella, IA	\$825,491.00	\$99,655.00	\$925,146.00
Caliber Concrete, LLC	Adair, IA	\$978,342.30	\$44,240.09	\$1,022,582.39
Castor Construction, LLC	Fort Dodge, IA	\$1,007,868.30	\$69,926.00	\$1,077,794.30
Dennhardt Concrete	Panora, IA	\$1,148,571.01	\$46,017.65	\$1,194,588.66
Jensen Builders, LTD	Fort Dodge, IA	\$1,338,398.00	\$105,477.00	\$1,443,875.00

There were thirty-seven plan holders, twelve listed as prime bidders and others listed as subcontractors, suppliers or others. There were four errors found in low bidder proposal and one in another, but these did not affect the order of the bids. The bid received from Cardenas Concrete, LLC from Fort Dodge, Iowa, was 17% below the Engineer's estimate for the base bid and alternate combined. Bolton & Menk, Inc. has reviewed the bid documents and bonds submitted and was satisfied with the information provided.

Therefore, if deemed economically feasible, Bolton & Menk, Inc. recommends award of the Westwood Area Sidewalk Improvements project to Cardenas Concrete, LLC for the base bid plus Doc's Alley alternate, total bid amount of \$786,502.00 (Seven Hundred Eighty-six Thousand, Five Hundred two and 00/100 Dollars).

The Bid Tabulation is attached for your use.

Feel free to contact me should there be any questions related to this project.

Sincerely,

Bolton & Menk, Inc.

James D. Leiding
James D. Leiding, P.E.

Project Manager

0A1.132775

enclosure

TABULATION OF BIDS

July 1st, 2026, 3:00 p.m.

BMI Project No. 25X.136031.000

Westwood Area Sidewalk Improvements

City of Jefferson, Iowa



BOLTON & MENK

Real People. Real Solutions.

116 N. Wilson Avenue

Jefferson, Iowa 50129

Phone: (515) 766-4233

Line No.	Description	Unit	Quantity	Engineer's Estimate	Cardenas Concrete, LLC	Concrete Connection, LLC	TK Concrete, Inc.	Caliber Concrete, LLC	Cantor Construction, LLC	Demhardt Concrete	Jensen Builders, Ltd.
				Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
BASE BID											
1	2010-D-1 TOPSOIL ON-SITE	CY	7704	\$10.00	\$27,040.00	\$3.50	\$27,040.00	\$12.00	\$32,448.00	\$30.00	\$61,120.00
2	2010-E EXCAVATION, CLASS 13	CY	1408	\$10.00	\$14,080.00	\$18.50	\$26,048.00	\$17.50	\$24,640.00	\$22.00	\$30,976.00
3	2010-F EXCAVATION, CLASS 14	CY	7408	\$10.00	\$7,408.00	\$18.50	\$13,704.00	\$17.50	\$12,960.00	\$22.00	\$16,272.00
4	2010-G EXCAVATION, CLASS 15	CY	7408	\$10.00	\$7,408.00	\$18.50	\$13,704.00	\$17.50	\$12,960.00	\$22.00	\$16,272.00
5	4030-A-1 PIPE CULVERT, TRUNCHED, CMP, 12 INCH	LF	171	\$50.00	\$8,550.00	\$60.00	\$10,260.00	\$45.00	\$7,665.00	\$48.00	\$8,184.00
6	4030-A-2 PIPE CULVERT, TRUNCHED, CMP, 15 INCH	LF	22	\$55.00	\$1,210.00	\$75.00	\$1,650.00	\$60.00	\$1,320.00	\$65.00	\$1,430.00
7	4030-B PIPE APURON, CMP, 12 INCH	EA	3	\$300.00	\$900.00	\$70.00	\$210.00	\$125.00	\$375.00	\$100.00	\$300.00
8	4030-B PIPE APURON, CMP, 15 INCH	EA	2	\$400.00	\$800.00	\$80.00	\$160.00	\$150.00	\$300.00	\$120.00	\$240.00
9	4030-C SUBBRAIN CLEANOUT, TYPE A1, 4 INCH	EA	1	\$400.00	\$400.00	\$60.00	\$60.00	\$75.00	\$75.00	\$80.00	\$80.00
10	4040-D-1 SUBBRAIN OUTLETS AND CONNECTIONS, CMP, 4 INCH	EA	5	\$350.00	\$1,750.00	\$200.00	\$1,000.00	\$250.00	\$1,250.00	\$110.00	\$550.00
11	4040-D-2 FIELD TILE REPAIR, < 12 INCH	LF	50	\$30.00	\$1,500.00	\$70.00	\$3,500.00	\$35.00	\$1,750.00	\$40.00	\$2,000.00
12	4040-D-3 REMOVE AND RELOCATE FIRE HYDRANT	EA	1	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
13	5020-999-A REMOVE AND RELOCATE FIRE HYDRANT	EA	1	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
14	6010-B INITIAL SW-517	EA	2	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
15	6010-C INITIAL ADJUSTMENT, MAJOR	EA	2	\$4,500.00	\$9,000.00	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
16	6010-D INITIAL ADJUSTMENT, MAJOR	EA	1	\$4,500.00	\$4,500.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
17	6010-E REMOVE INTAKE	EA	1	\$400.00	\$400.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
18	6010-F REMOVE FLARED END SECTION	EA	2	\$100.00	\$200.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
19	7010-A PAVEMENT PCC, 7 INCH	SY	483	\$60.00	\$28,980.00	\$75.00	\$36,225.00	\$80.00	\$38,640.00	\$80.00	\$38,640.00
20	7030-A-1 REMOVAL OF SIDEWALK	SY	19	\$20.00	\$380.00	\$10.00	\$190.00	\$10.00	\$190.00	\$10.00	\$190.00
21	7030-A-2 SIDEWALK, PCC, 6 INCH	SY	281	\$60.00	\$16,860.00	\$60.00	\$16,860.00	\$60.00	\$16,860.00	\$60.00	\$16,860.00
22	7030-B DETECTABLE WARNING	SY	345	\$50.00	\$17,250.00	\$50.00	\$17,250.00	\$50.00	\$17,250.00	\$50.00	\$17,250.00
23	7030-C DRIVEWAY PAVED PCC, 6 INCH	SY	1692	\$50.00	\$84,600.00	\$50.00	\$84,600.00	\$50.00	\$84,600.00	\$50.00	\$84,600.00
24	7030-D CURB GRINDING	LF	105	\$10.00	\$1,050.00	\$10.00	\$1,050.00	\$10.00	\$1,050.00	\$10.00	\$1,050.00
25	7040-999-A TEMPORARY TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
26	8000-A HYDRAULIC BEDDING, SEEDING, FERTILIZING, AND MULCHING, TYPE	EA	17	\$210.00	\$3,570.00	\$250.00	\$4,250.00	\$250.00	\$4,250.00	\$250.00	\$4,250.00
27	8010-B 1. PERMANENT LAWN	AC	2	\$3,500.00	\$7,000.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00
28	9010-A SWPPP PREPARATION	LS	1	\$7,500.00	\$7,500.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
29	9010-A-1 SWPPP PREPARATION	LS	1	\$7,500.00	\$7,500.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
30	9010-A-2 SWPPP PREPARATION	LS	1	\$7,500.00	\$7,500.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
31	9010-B TEMPORARY RECP, 1 A	SY	1085	\$30.00	\$32,550.00	\$30.00	\$32,550.00	\$30.00	\$32,550.00	\$30.00	\$32,550.00
32	9010-C WATTL STRAW, 1 INCH, 10 FT, 1000	LF	900	\$2.50	\$2,250.00	\$2.50	\$2,250.00	\$2.50	\$2,250.00	\$2.50	\$2,250.00
33	9010-D-1 INLET PROTECTION DEVICE	EA	19	\$100.00	\$1,900.00	\$150.00	\$2,850.00	\$150.00	\$2,850.00	\$150.00	\$2,850.00
34	9010-E MODULAR BLOCK RETAINING WALL GRANITE, 4 PIECE PATTERN	SY	10	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00
35	9010-F MODULAR BLOCK RETAINING WALL HICKORY BEND, 4 PIECE PATTERN	SY	200	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00
36	9010-G CONCRETE STEPS	SY	4	\$100.00	\$400.00	\$100.00	\$400.00	\$100.00	\$400.00	\$100.00	\$400.00
37	9010-H CONCRETE MAINTENANCE	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
38	1100-A CONCRETE MAINTENANCE	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
39	12010-A-1 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	3	\$1,000.00	\$3,000.00	\$1,800.00	\$5,400.00	\$1,800.00	\$5,400.00	\$1,800.00	\$5,400.00
40	12010-A-2 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	3	\$1,000.00	\$3,000.00	\$1,800.00	\$5,400.00	\$1,800.00	\$5,400.00	\$1,800.00	\$5,400.00
TOTAL BASE BID:				\$483,925.00	\$748,900.00	\$865,500.00	\$925,491.00	\$919,342.36	\$1,007,868.30	\$1,148,571.01	\$1,338,398.00
ALTERNATE BID											
A1	2010-F EXCAVATION, CLASS 13	CY	37	\$10.00	\$370.00	\$20.00	\$740.00	\$20.00	\$740.00	\$20.00	\$740.00
A2	2010-G EXCAVATION, CLASS 14	CY	37	\$10.00	\$370.00	\$20.00	\$740.00	\$20.00	\$740.00	\$20.00	\$740.00
A3	2010-H EXCAVATION, CLASS 15	CY	315	\$15.00	\$4,725.00	\$15.00	\$4,725.00	\$15.00	\$4,725.00	\$15.00	\$4,725.00
A4	7010-A PAVEMENT PCC, 6 INCH	SY	228	\$70.00	\$15,960.00	\$70.00	\$15,960.00	\$70.00	\$15,960.00	\$70.00	\$15,960.00
A5	7010-A-1 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A6	7010-A-2 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A7	7010-A-3 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A8	7010-A-4 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A9	7010-A-5 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A10	7010-A-6 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A11	7010-A-7 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A12	7010-A-8 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A13	7010-A-9 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A14	7010-A-10 REMOVE AND RELOCATE LANDSCAPING ROCKS	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
TOTAL ALTERNATE BID:				\$66,181.00	\$37,550.00	\$59,264.00	\$99,655.00	\$46,200.00	\$69,926.00	\$46,073.65	\$106,477.00
TOTAL BID:				\$549,106.00	\$786,450.00	\$924,764.00	\$1,025,146.00	\$965,542.36	\$1,077,794.30	\$1,194,644.66	\$1,444,875.00

RESOLUTION NO. _____

A RESOLUTION AWARDING CONTRACT AND APPROVING CONTRACT
AND BOND FOR THE WESTWOOD SIDEWALK PROJECT

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution of this Council and as required by law bids and proposals were received by the City Engineer and reported to this Council for the Westwood Sidewalk Project (the "Project"); and

WHEREAS, the Project also incorporates a potential repair and replacement of the west half of the alley in Block 18 of the Original Town of Jefferson, known informally as "Doc's Stadium Alley," and for which an alternate bid was received from bidding parties to complete that portion of the Project;

WHEREAS, all of the bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project; and

WHEREAS, the City Engineer has recommended that the bid be accepted, and the City Council finds that it is in the best interests of the City of Jefferson that it award a contract for that part of the Project.

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project previously approved by the Council and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Base Bid</u>	<u>Alternate Bid</u>	<u>Total Bid</u>
<u>Cardenas Concrete, LLC</u> <u>1770 Lainson Ave.</u> <u>Fort Dodge, IA 50501</u>	<u>\$748,908.00</u>	<u>\$_____</u>	<u>\$_____</u>

Section 2. The contract for the bid part of the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications, and the terms of the bidder's written proposal.

Section 3. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 4. The City Engineer shall arrange for the execution of the contract and bond by the successful bidder and its surety, and upon review of said contract and bond by the City Administrator and City Attorney and their recommendation that it be signed by the City, the Mayor and City Clerk are authorized and ordered to execute said contract.

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 July 14, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

Scott Peterson

From: Adams, Mason <MasonAdams@alliantenergy.com>
Sent: Sunday, August 10, 2025 10:29 AM
To: Scott Peterson
Cc: Chris Deal
Subject: RE: Downtown Lots owned by Alliant Energy (subsidiaries)

Hi Scott,

Total price tag for the 3 properties would be valued at \$28,000. *\$26,000*



Mason Adams | Senior Key Account Manager

ALLIANT ENERGY

1284 XE Place | Ames, IA 50014

Office: (515) 268-3430 | Cell: (515) 689-0679

alliantenergy.com | masonadams@alliantenergy.com

RESOLUTION NO. _____

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
CONCERNING THE GRANT OF AN ELECTRIC LINE EASEMENT AND
GAS REGULATOR STATION EASEMENT TO ALLIANT ENERGY

WHEREAS, Interstate Power and Light Company, doing business as Alliant Energy (hereafter, "Alliant Energy"), now seeks to obtain perpetual utility easements ("Easements") from the City in conjunction with the proposed sale of its vacant lots to the City; and

WHEREAS, the proposed Easements would permit Alliant Energy's construction and operation of electric and telecommunication lines along Lots 249, 250, 251, and 252 in Block 33 of the Original Town of Jefferson, said lots located between South Vine Street and South Wilson Street and between East Monroe Street and East Harrison Street ; and

WHEREAS, the proposed Easements would permit Alliant Energy's construction and operation of a gas regulator station and related equipment in a 25' by 25' portion of Lots 249 and 250 in Block 33 of the Original Town of Jefferson, said lots located between South Vine Street and South Wilson Street and between East Monroe Street and East Harrison Street; and

WHEREAS, the City's grant of the Easements would be conditioned upon the City's acquisition of Alliant Energy's property located on the lots described above; and

WHEREAS, the City is required to hold a public hearing concerning the City's grant of the Easements; and

WHEREAS, a public hearing shall be held on the aforementioned resolutions, and published and posted pursuant to the requirements of the Code of Iowa.

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 July 28, 2026, at 5:30 p.m., at which time and place a public hearing shall be held concerning the proposed easements.

Section 2. The City Clerk of the City of Jefferson shall publish notice of the public hearing and the proposal one time, not less than four days nor more than twenty 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, pursuant to Iowa Code Section 384.16(3).

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 July 14, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Jefferson
AGREEMENT NUMBER: 26-CTBF-15
DATE OF AWARD LETTER: June 23, 2026
PROJECT COMPLETION DATE: June 23, 2028
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Jefferson, 220 N Chestnut Street, Jefferson, Iowa 50129 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;

2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH STATE OR LOCAL BUILDING CODE.

(a) The Grantee must provide evidence that the Project complies with the state building code, if either of the following applies:

1. The Project is located in a governmental subdivision which has not adopted a local building code, or
2. The Project is located in a governmental subdivision which has adopted a building code, but the building code is not enforced. If the state building code is applicable to the project, bidding for construction shall not be conducted prior to the written approval of final plans by the state building code bureau.

(b) The Grantee must provide evidence that the Project complies with local building codes if the Project is located in a governmental subdivision which has adopted a local building code and the building code is enforced.

21. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material

breach of this Agreement.

22. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

23. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

24. PUBLIC RECORDS: RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

25. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

26. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

27. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

28. USE OF NAME. The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

29. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

30. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

31. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

32. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

33. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply

to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

34. MAINTENANCE OF INSURANCE. The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

35. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

36. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

37. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

38. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

39. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

40. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-41 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

41. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Jefferson

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

 Mayor
 City of Jefferson
 220 N Chestnut Street
 Jefferson, Iowa 50129

BY:

 Deborah Durham, Director
 Iowa Economic Development Authority

RESOLUTION NO. _____

A RESOLUTION ACCEPTING GRANT FROM
IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR
111 NORTH CHESTNUT STREET PROJECT

WHEREAS, the City of Jefferson, as subapplicant, has been awarded a Community Catalyst Building Remediation Grant (the “Grant”) in the amount of \$100,000.00 by the Iowa Economic Development Authority (“IEDA”);

WHEREAS, the IEDA has presented the City with a Grant Agreement Between the Iowa Economic Development Authority and City of Jefferson (the “Grant Agreement”) that dictates the use of and processes for requesting funds of the Grant;

WHEREAS, the City of Jefferson intends to enter into a development agreement with Schyler Bardole and Lauren Bardole (collectively, the “Owner”), who are the title holders of the property locally known as 111 North Chestnut Street (the “Building”), which the Owner will rehabilitate to restore structural integrity and provide commercial space and residential housing in part through funding from the Grant;

WHEREAS, the City of Jefferson desires to work with and through IEDA in conjunction with the Grant and its administration.

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

Section 1. The City Council finds that the rehabilitation, conservation, re-development, development, or a combination thereof, of the Building is in the interest of the public health, safety, or welfare of the residents of the City of Jefferson.

Section 2. The City Council further directs that the Grant Agreement shall be entered into with IEDA.

Section 3. The City shall review and consider separately the development agreement for the Building with Owner, which may come before the City Council at a later date.

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 July 14, 2026.

Attest:

Craig Berry, Mayor

Roxanne Gorsuch, City Clerk

June 19, 2026

To: City of Dana, City of Churdan, City of Grand Junction, City of Jefferson, City of Paton, City of Scranton, City of Rippey

RE: Local Option Sales and Service Tax (LOSST)

This letter serves as notice to your council that the local option sales and service tax (LOSST) in your city will be sunseting on June 30, 2027. For your information the County did vote in March of 2024 to repeal the sunset date in the unincorporated areas of Greene County. Each entity has the option to repeal the sunset date or to keep a sunset date.

The Greene County Auditor's office must receive notice of a motion by your council requesting the submission of this question to the voters for this to be placed on the November ballot. Your council will also be required to submit a revenue purpose statement for the proposition.

The following are important dates which your city council needs to be aware of:

By July 27, 2026 – The Board of Supervisors must have notification in the form of a motion that the city wishes to have the question placed on the General Election ballot.

By August 10, 2026 – The Board of Supervisors will vote to have the question placed on the General Election ballot.

August 17, 2026 – Revenue Purpose statements are due in the Greene County's Auditors Office.

September 4, 2026 – Notice of Ballot Proposition published.

October 14, 2026 – First Day to publish Notice of Election and Sample Ballots

Revenue Purpose statements can be received by the Auditor's office from now until August 17, 2026. If you are not changing your revenue purpose, we still need a new statement submitted with the city's current language. The revenue purpose statement must include the following information:

Type of Tax; Local Sales and Services Tax

Rate of Tax: 1%

Date of Imposition: July 1, 2027

In the City of _____ revenue to be used:

_____ for property tax relief (insert percentage, even if 0%)

The specific purposes (s) for which the revenues shall be otherwise be expended is/are:
(list other uses, if any)

Optional Sunset Date (repeal without election) or give us your sunset date must either be 6/30 or 12/31.

**If any jurisdiction fails to provide ballot language, we are required to use the following information on the ballot:

- (1) Zero percent (0%) for property tax relief.
- (2) The specific purpose for which the revenues will otherwise be expended is:
Any lawful purpose of the city.

I strongly suggest that you consult with your city attorney or bonding attorney if you have any concerns before approving anything. Please feel free to contact our office with any further questions.

Thanks,
Billie Jo Hoskins,
Greene County Auditor and
Commissioner of Elections

TREE REMOVAL ASSISTANCE APPLICATION



City of Jefferson

220 N Chestnut, Jefferson, Iowa 50129

515-386-3111

Application Information

Full Name: Darrin Kelly

Address: 305 East Lincoln Way

Email: darrin.kelly@gmail.com

Phone: 515-344-8449

Address (if different from above):

Tree Location: West of residence

Type of Tree: ash

Condition of Tree: dead

Reason for Removal: dead -

Company Name: Luke's tree care

Contact Info: 712 - 790 - 0368

Quote: \$ 775.75

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

Darrin Kelly

Date

7-3-26

AGREEMENT FOR SHARING OPERATING COSTS OF ANIMAL SHELTER

This Agreement for Sharing of Operating Costs of Animal Shelter (the "Agreement") is dated as of, 5/12/26, 2026 is between the City of Jefferson ("Jefferson") and the City of Chariton, 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, 2026, 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 Churdan 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 Churdan. 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, 2026. 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 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.

CITY OF Churdan

[Signature]

Title: MAYOR

Attest: [Signature]

CITY OF JEFFERSON

Craig Berry, Mayor

Attest: Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING
28E AGREEMENT WITH THE
CITY OF CHURDAN

WHEREAS, the City of Jefferson (the “**Jefferson**”) and the City of Churdan (“Churdan”) 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

CEMETERY RULES

JULY 14, 2026

Cemetery Hours: The cemetery is open to visitors at all times.

Adult Supervision: A child or children under twelve (12) years of age should be accompanied by an adult.

Refreshments Not Allowed: Persons or picnic parties with refreshments are not allowed.

Unauthorized Firearms Not Allowed: Firearms will be allowed in the cemetery only at military funerals, military displays honoring the dead, or in the possession of a Police Officer.

Visitor Guidelines: Visitors are required to use the walkways and drives and shall not trespass on cemetery lots.

Trespassing and Vandalism Not Allowed: Any person who trespasses upon a cemetery under the jurisdiction of the City by defacing, damaging, destroying or removing any grave marker or other form of notification identifying the location of the deceased, grave, burial, or other form of interment; any grounds or vegetation (flower, shrub, tree, etc.); physical improvements (fence, gate, sidewalk, etc.); anything in or belonging to the cemetery, is guilty of a misdemeanor and shall be liable for any and all damage.

Speed Limit: Vehicles traveling within a cemetery shall proceed at a speed not to exceed 10 miles per hour.

Cemetery cleanup: Spring Clean-up (2 weeks after Memorial Day), Fall Clean-up (typically during the first two weeks of November). Everything is to be removed except things in permanent vases. The City reserves the right to remove and destroy any flowers, wreaths, emblem, or other decorative items as deemed necessary by the Cemetery Operator. No trees, shrubs or flowers may be planted on graves. The Cemetery Operator is the only authorized authority to determine permanent landscaping or planting of shrubs and flowers in the cemetery. **Trees may be planted only as approved by the Cemetery Operator and only on an empty four-foot space owned by the person or family requesting the tree.**

Sale of Lots: Each city cemetery shall be divided into lots. A plat of these lots shall be made and kept on file in the office of the City Clerk. A person purchasing a lot shall receive a deed for the lot from the City upon the payment of the purchase price. If available, the buyer of the lot will provide name of the individual to be buried in the lot. The deed to the lot shall be issued under the seal of the City. A cemetery lot shall be used for burial purposes only in accordance with any applicable rules and regulations of the City or the state. Unless special permission is granted by the City's Cemetery Operator, no interment shall be permitted or a memorial placed in or on any lot not paid for in full. No right of interment shall be granted to any lot owner in any road, drive, alley, or walkway within the cemetery.

Resale of a Lot by the Owner: The City does not repurchase lots previously sold. A lot owner or their heirs may request and sign a transfer document available at City Hall placing their lot "for sale". The transfer document, when fully executed and filed at City Hall, becomes the new deed for the cemetery lot. The purchase price for the transferred lot is between the seller and the buyer and is totally independent from the city in all respects.

Maintenance of Grave Markers: Maintenance of the cemetery does not include repairs to a headstone, tombstone, monument, or other indicator (hereafter, "grave markers") to individually identify a deceased.

Foundations: All grave markers shall be set on a foundation. The foundation for a monument shall be concrete and shall be not less than 42 inches in depth. The base area of the foundation shall be sufficient to support the weight of the monument and foundation at 500 psf assuming a soil strength of at least 2000 psf. Concrete Quality/Placement of Foundations: Concrete mix design: 4000 psi with air entrainment must be used. Use of Sakrete is not allowed. Only granite foundation caps may be used. Granite caps must have a 5-inch minimum wash (flange). Concrete caps are not allowed. The foundation shall be installed by the Cemetery Operator or a contractor hired for that purpose. Costs for the foundation must be paid in full prior to the foundation being installed. The contractor shall remove any work for any of the following reasons: (1) foundations placed without the approval/supervision of the Cemetery Operator; (2) foundations constructed of non-approved materials or mix designs; (3) foundations showing evidence of deterioration or failure during a period of four years after installation.

Interment Number of Cremated Human Remains: Interment in one grave shall be limited to two cremated adult human remains, except in the case of a parent and/or infant child or infant children.

Interment Number of Human Bodies and Cremated Human Remains: Interment in one grave shall be limited to one human body (full-body burial) and one cremated adult, child or infant human remains, except in the case of a parent and/or infant child or infant children.

RESOLUTION NO. _____

A RESOLUTION AMENDING CEMETERY RULES

WHEREAS, Chapter 117 of the Code of Ordinances of the City of Jefferson vests with the City Council the role of cemetery trustee to manage the cemeteries for the City; and

WHEREAS, the City Council has previously established rules and regulations for the cemeteries in the City; and

WHEREAS, the City Council desires to amend the cemetery rules to establish guidelines for the planting of trees.

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

Section 1. The rules for cemeteries in the City of Jefferson are hereby amended, specifically be adding the following sentence in the “Cemetery cleanup” paragraph, as shown on the attached rules:

“Trees may be planted only as approved by the Cemetery Operator and only on an empty four-foot space owned by the person or family requesting the tree.”

Section 2. The Mayor, City Administrator, and City Clerk are authorized and directed 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 this 14th day of July, 2026.

Craig Berry, Mayor

ATTEST:

Roxanne Gorsuch, City Clerk

Jefferson Municipal Cemetery and St. Joseph's Cemetery
Fee Schedule

PROPOSED: July 14, 2026

Sale of space (4' per space)	\$500.00
Grave Opening	\$650.00
Baby Grave Opening	\$200.00
Cremains Placements	\$250.00
After 3:00 pm Monday-Friday	\$150.00
Saturday Extra Charge	\$200.00; \$300.00 if after 12:00 p.m.
Sundays & Holidays	\$ 700.00; \$900.00 if after 12:00 p.m.

Other services such as disinterment will be charged based on City's cost of labor, materials and equipment according to adopted fee schedule

CURRENT PRICE
As of 2019

Sale of space (4' per space)	\$500.00
Grave Opening	\$575.00
Baby Grave Opening	\$200.00
Cremains Placements	\$250.00
Saturday	\$200.00
After 3:00 pm Monday-Friday	\$100.00
Before 11:00 am on Monday	\$100.00

Additional charge for interments/inurnments scheduled after 3:00 PM on weekdays and before 10:00 AM on Mondays \$100

Additional charge for Saturday interments/inurnments \$200

Additional charge for internments/inurnments on City Holidays \$700

RESOLUTION NO. _____

A RESOLUTION ADOPTING UPDATED CEMETERY FEE SCHEDULE

WHEREAS, Chapter 117 of the Code of Ordinances of the City of Jefferson authorizes the City Council to establish fees and costs for various services provided by the City of Jefferson with respect to the Jefferson Cemetery; and

WHEREAS, certain fees and costs for the sale of lots and services have been established by City Council action in the past; and

WHEREAS, those cemetery fees and costs need to be updated to be in line with current market rates and expenses incurred by the City.

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

Section 1. The schedule of cemetery fees and costs set forth on the attached schedule captioned Jefferson Municipal Cemetery and St. Joseph's Cemetery Fee Schedule is hereby approved and adopted. The fees and costs approved by this resolution shall remain in full force and effect until changed or modified by a future resolution.

Section 2. The Mayor, City Administrator, and City Clerk are authorized and directed 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 this 14th day of July, 2026.

Craig Berry, Mayor

ATTEST:

Roxanne Gorsuch, City Clerk

COUNCIL MEETING

JUNE 23, 2026

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman (by phone)

ABSENT: None

Mayor Berry presided.

During Open forum Margaret Martens spoke in favor of the Westwood Sidewalk Project.

On motion by Wetrich, second by Sloan, the Council approved the following consent items:
Council minutes from June 9, 2026, Hy-Vee, Inc, d.b.a. Hy-Vee Fast & Fresh Express, Class E
Retail Alcohol License, Tree Removal Assistance Application from 305 N. High Street, and Toll
Road Fundraiser for Greene County Pony Express Riders.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

NAY: None

This was the time and place for the Public Hearing on the Plans, Specifications, Form of Contract,
and Estimate of Costs for the Westwood Sidewalk Project. Russell Gettler spoke against the
Westwood Sidewalk Project. Pros and cons were discussed by Council regarding what they heard
from residents' comments. On motion by Wetrich, second by Ahrenholtz, the Council approved
to close the Public Hearing.

AYE: Winkelman, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 35-26

On motion by Ahrenholtz, second by Wetrich, the Council approved Resolution No. 35-26, a
resolution approving proposed Plans, Specifications, a Form of Contract and Estimate of cost for
the Westwood Sidewalk Project.

AYE: Jackson, Ahrenholtz, Sloan, Wetrich

NAY: Winkelman

On motion by Ahrenholtz, second by Wetrich, the Council approved the Change Order #1 for the
Airport Fuel Farm Project of \$46,666.76.

AYE: Sloan, Ahrenholtz, Jackson, Winkelman, Wetrich

NAY: None

On motion by Wetrich, second by Jackson, the Council approved the Pay Estimate #2 to Evora
Energy, LLC of \$493,074.44 for Airport Fuel Farm Project.

AYE: Winkelman, Wetrich, Sloan, Ahrenholtz, Jackson

NAY: None

RESOLUTION NO. 36-26

On motion by Ahrenholtz, second by Sloan, the Council approved Resolution No. 36-26, a
resolution approving a Second Amendment to the Economic Development Community
Development Block Grant Program Agreement and Promissory Note with Pub Adventures, LLC.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

NAY: None

RESOLUTON NO. 37-26

On motion by Jackson, second by Sloan, the Council approved Resolution No. 37-26, a resolution approving 28E Agreement with City of Churdan for Recycling Services.

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

RESOLUTON NO. 38-26

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 38-26, a resolution approving 28E Agreement with City of Rippey for Recycling Services.

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

RESOLUTON NO. 39-26

On motion by Winkelman, second by Sloan, the Council approved Resolution No. 39-26, a resolution approving 28E Agreement with City of Paton for Recycling Services.

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

RESOLUTON NO. 40-26

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 40-26, a resolution approving 28E Agreement with the City of Rippey to share animal control services at the Jefferson Animal Shelter.

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

On motion by Wetrich, second by Ahrenholtz, the Council approved the purchase of a 2026 Chevrolet Silverado 2600 HD crew cab for the Water Department from Karl Automotive Group in the amount of \$48,872.20.

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

Thomas Jefferson Gardens gave the Council an update on activities.

There being no further business the Council agreed to adjourn at 6:12 p.m.

Craig J. Berry, Mayor

Roxanne Gorsuch, City Clerk