

AGENDA

CITY COUNCIL MEETING

Tuesday, September 22, 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 9/8/26
- B. Hire Sarah Morlan as part-time office help at \$25.00 / hr.
- C. Approve Class E Retail Alcohol License for SGRD Group, Inc., dba Oasis Wine & Spirits, 507 N. Elm Street.
- D. Approve Retail Tobacco License for SGRD Group, Inc., dba Oasis Wine & Spirits
- E. Approve FY 2025-26 Street Financial Report

V. NEW BUSINESS:

- A. RESOLUTION Approving the Final City of Jefferson Schedule of Assessment for Nuisance Abatements.
- B. RESOLUTION Approving Farm Lease for Property Near Airport
- C. RESOLUTION Authorizing Execution of Additional Temporary Construction Easements for Westwood Sidewalk Project

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, September 22, 2026 5:30 p.m.

Road Use Tax Report: Annually the City Council must approve the Street Financial Report. The report is included herein. This is included in the consent agenda for approval.

City Hall Help: During the transition to a new Utility Billing Clerk, additional help is needed in City Hall. Diane Kennedy, retired City Clerk, is helping part-time. It is also proposed to hire Sarah Morlan part time at a cost of \$25 / hour.

Schedule of Assessment for Nuisance Abatements: Enclosed is a spreadsheet to certify unpaid fees associated with 2024 & 2025 nuisance clean-ups, mowing, or snow removal for payment in the same manner as property taxes.

Airport Farm Lease: It is proposed to continue to cash rent the farmland by the airport to Adam Ebersole for another three years. The rental rate will be \$285 / acre for crop land and \$140 / acre for hay ground. There are about 101 acres of crop land and about 58 acres of hay ground.

The amount paid in 2025 & 26 was \$35,605 per year. Under this new agreement the annual payment will be \$36,905.

Westwood Temporary Construction Easements: There were four properties in the Westwood Sidewalk project for which the City was still awaiting the execution of construction easements. These have been done. The resolution approving the last four construction easements is enclosed.

ILOC Conference: The Iowa League of Cities' Annual Conference will be held September 23rd through 25th in Bettendorf. I will be out of the office for these three days.



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2026

Jefferson

9/10/2026 4:25:49 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$250,806					\$250,806
Benefits - Roads/Streets	\$108,070	\$39,947					\$148,017
Training & Dues		\$3,628					\$3,628
Building & Grounds Maint. & Repair		\$4,929	\$158,238				\$163,167
Road Beautification			\$103,347				\$103,347
Vehicle & Office Equip Operation and Repair		\$52,667					\$52,667
Street Lights		\$106,595					\$106,595
Other Utilities		\$1,719					\$1,719
Engineering		\$8,784					\$8,784
Insurance		\$56,317					\$56,317
Other Contract Services		\$4,758					\$4,758
Other Equipment		\$2,152					\$2,152
Operating Supplies		\$3,448					\$3,448
Replacement Posts & Signs		\$989					\$989
Other Supplies		\$18,528					\$18,528
Other Capital Outlay		\$60,000					\$60,000
Principal Payment				\$136,801			\$136,801
Interest Payment				\$50,795			\$50,795



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2026

Jefferson

9/10/2026 4:25:49 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Transfer Out		\$92,412	\$99,000				\$191,412
Traffic Control/Safety		\$3,461					\$3,461
Snow Removal		\$6,762					\$6,762
Depreciation & Building Utilities		\$8,890					\$8,890
Total	\$108,070	\$726,792	\$360,585	\$187,596			\$1,383,043



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2026
Jefferson
9/10/2026 4:25:49 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$58,070		\$0	\$187,596			\$245,666
Other Taxes (Hotel, LOST)			\$670,259				\$670,259
State Revenues - Road Use Taxes		\$588,738					\$588,738
Charges/fees		\$3,336				\$0	\$3,336
Sale of Property & Merchandise		\$10,941					\$10,941
Proceeds from Debt		\$1,345,106					\$1,345,106
Transfer In	\$50,000	\$99,000	\$42,412				\$191,412
Total	\$108,070	\$2,047,121	\$712,671	\$187,596		\$0	\$3,055,458

City Street Finance Report

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2024 Bond	\$1,620,001	\$155,000	\$70,956	\$94,551	\$43,284	\$1,465,001
2026	\$2,000,000	\$65,000	\$11,556	\$42,250	\$7,511	\$1,935,000
Total	\$3,620,001	\$220,000	\$82,512	\$136,801	\$50,795	\$3,400,001

Assessment Schedule for Nuisance Abatements (5/1/2024-4/30/2026)

City of Jefferson

OWNERS	PROPERTY ADDRESS	PARCEL NO.	LEGAL DESCRIPTION	ASSESSMENT TYPE	YEAR OF ABATEMENT	PROPERTY ASSESSED VALUE	AMOUNT TO BE ASSESSED
A T Logistics, LLC	502 W Lincoln Way, Jefferson IA 50129	1107289008	E1/2 of Lot 8 and W3/4 of Lot 9 Block 14 Gallaher's Addition to Jefferson	Mowing	2024	\$ 38,700.00	\$1,000.00
A T Logistics, LLC	502 W Lincoln Way, Jefferson IA 50129	1107289008	E1/2 of Lot 8 and W3/4 of Lot 9 Block 14 Gallaher's Addition to Jefferson	Snow Removal	2025	\$ 38,700.00	\$400.00
Alex's Rentals LLC	206 S Oak St., Jefferson, IA 50129	1107432009	Lot 5, Block 23, GALLAHER'S ADDITION to Jefferson, Greene County, Iowa	Mowing	2025	\$ 73,900.00	\$400.00
Amber Lynn Hager	400 N Vine St, Jefferson, IA 50129	1108151005	E1/2 of the E1/2 of Out Lot 7, in the Original Town (now City) of Jefferson, Greene County, Iowa, EXCEPT 66 feet off of the North side thereof	Mowing	2025	\$ 18,700.00	\$200.00
Callisto Trust (Deed); Roger Keith Jr. Ketchum & Heather Linn Ketchum (Contract)	705 W Harrison St., Jefferson, IA 50129	1107408002	Lot 3 Block 57 Gallaher's Addition to Jefferson, Greene County, Iowa	Code Enforcement	2024	\$ 48,300.00	\$690.00
Callisto Trust (Deed); Roger Keith Jr. Ketchum & Heather Linn Ketchum (Contract)	705 W Harrison St., Jefferson, IA 50129	1107408002	Lot 3 Block 57 Gallaher's Addition to Jefferson, Greene County, Iowa	Mowing	2025	\$ 48,300.00	\$400.00
Cassandra R Gott & Jeremy Beason	407 N Oak St., Jefferson, IA 50129	1107242003	Lot 3, Block 28, Blair's Addition to Jefferson, Greene County, Iowa	Mowing	2025	\$ 80,600.00	\$200.00
Charles D Verdina G Hastings (Deed); Anthony & Sherry Demello (Contract)	402 N Vine St, Jefferson, IA 50129	1108151003	North 66 feet of the E1/2 of Out Lot 7, of the Original Town (now City) of Jefferson, Iowa	Code Enforcement	2026	\$ 39,700.00	\$850.00
CWF of Jefferson, LLC	300 E Washington St., Jefferson, IA 50129	1108181007	Lot 45 and the West 8 feet of Lot 46, Block 3, in the Original Town (now City) of Jefferson, Greene County, Iowa EXCEPT the North 60 feet thereof	Mowing	2025	\$ 38,400.00	\$200.00

OWNERS	PROPERTY ADDRESS	PARCEL NO.	LEGAL DESCRIPTION	ASSESSMENT TYPE	YEAR OF ABATEMENT	PROPERTY ASSESSED VALUE	AMOUNT TO BE ASSESSED
Hestia Investments, LLC	214 N Wilson Ave, Jefferson, IA 50129	1108160015	S1/3 of Lots 77 and 78, Block 9 in the Original Town (now City) of Jefferson, Greene County, Iowa	Mowing	2024	\$ 80,700.00	\$100.00
Hestia Investments, LLC	214 N Wilson Ave, Jefferson, IA 50129	1108160015	S1/3 of Lots 77 and 78, Block 9 in the Original Town (now City) of Jefferson, Greene County, Iowa	Code Enforcement	2024	\$ 80,700.00	\$225.00
Hestia Investments, LLC	214 N Wilson Ave, Jefferson, IA 50129	1108160015	S1/3 of Lots 77 and 78, Block 9 in the Original Town (now City) of Jefferson, Greene County, Iowa	Snow Removal	2025	\$ 80,700.00	\$400.00
Hestia Investments, LLC	214 N Wilson Ave, Jefferson, IA 50129	1108160015	S1/3 of Lots 77 and 78, Block 9 in the Original Town (now City) of Jefferson, Greene County, Iowa	Mowing	2025	\$ 80,700.00	\$200.00
Huff & Doback Rentals, LLC	502/504 S Walnut St, Jefferson, IA 50129	1107452018	Lot "H" in the Irregular Survey of the SW1/4 SE1/4 of Section 7, Township 83 North, Range 30 West of the 5th P.M., Greene County, Iowa	Mowing	2025	\$ 59,100.00	\$200.00
Huff & Doback Rentals, LLC	102 E Washington St., Jefferson, IA 50129	1108157008	Lot 38, Block 5, in the Original Town (now City) of Jefferson, Greene County, Iowa, EXCEPT West 8 feet of North 57 feet & West 2 feet of South 75 feet of Block 5; & W1/2 of Vac N&S Alley Between	Mowing	2025	\$ 83,300.00	\$200.00
Jacob Bolen & Sarah Savayia Fay Knipper	621 S Wilson Ave, Jefferson IA 50129	1108357006	Lots 13 and 14, Block 2, G. S. Turrill's Addition to Jefferson, Greene County, Iowa	Mowing	2024	\$ 148,500.00	\$400.00
Jerry G Peltier & Elizabeth R Peltier	622 S. Wilson, Jefferson, IA 50129	1108356013	Lot "C" of the Sub-division of a part of Lot 26 in the SW1/4 of Section 8, Township 83 North, Range 30 West of the 5th P.M., Greene County, Iowa	Mowing	2025	\$ 150,800.00	\$1,000.00
Nicholas Scott Weber	206 N Oak St., Jefferson, IA 50129	1107286005	Lot 2, Block 10, Gallaher's Second Addition to Jefferson, Greene County, Iowa	Mowing	2025	\$ 33,800.00	\$800.00
Russell Fulton & Peggy Fulton	102 N Oak St, Jefferson IA 50129	1107291003	Lot 2, Block 15, Gallaher's Second Addition to Jefferson, Greene County, Iowa, EXCEPT the South 90 feet thereof	Mowing	2024	\$ 27,800.00	\$400.00
Russell Fulton & Peggy Fulton	400 W Lincoln Way, Jefferson IA 50129	1107291004	The South 90 feet of Lot 2, Block 15, Gallaher's Second Addition to Jefferson, Greene County, Iowa	Mowing	2024	\$ 139,100.00	\$200.00
Secretary of Housing & Urban Development	806 S Elm St., Jefferson, IA 50129	1118229004	Lot 4, EXCEPT the East 2.5 feet thereof, and Lot 8, in Block "A" of S.C. Judy's 1st Sub-division of N1/2 NE1/4 NE1/4 of Section 18, Township 83 North, Range 30 West of the 5th P.M. Greene County, Iowa, & Vac Oak St Adj Said PCL	Mowing	2025	\$ 163,500.00	\$600.00

OWNERS	PROPERTY ADDRESS	PARCEL NO.	LEGAL DESCRIPTION	ASSESSMENT TYPE	YEAR OF ABATEMENT	PROPERTY ASSESSED VALUE	AMOUNT TO BE ASSESSED
Theodore J Herrick	407 S Olive St, Jefferson, IA 50129	1108378001	North 64 feet of the W1/2 of Block 2, of J.F. Head's Addition to Jefferson, Greene County, Iowa; & W1/2 Vacant Alley Adjacent	Mowing	2024	\$ 39,900.00	\$800.00
Theodore J Herrick	407 S Olive St, Jefferson, IA 50129	1108378001	North 64 feet of the W1/2 of Block 2, of J.F. Head's Addition to Jefferson, Greene County, Iowa; & W1/2 Vacant Alley Adjacent	Mowing	2025	\$ 39,900.00	\$800.00
Theodore J Herrick	407 S Olive St, Jefferson, IA 50129	1108378001	North 64 feet of the W1/2 of Block 2, of J.F. Head's Addition to Jefferson, Greene County, Iowa; & W1/2 Vacant Alley Adjacent	Snow Removal	2025	\$ 39,900.00	\$200.00
Tony A Ratliff	504 S Oak St., Jefferson, IA 50129	1107477008	Lot 8, Block 2, Brackett Addition to Jefferson, Greene County, Iowa.	Mowing	2024	\$ 42,800.00	\$400.00
Tony A Ratliff	504 S Oak St, Jefferson IA 50129	1107477008	Lot 8, Block 2, Brackett Addition to Jefferson, Greene County, Iowa	Mowing, Code Enforcement	2025	\$ 42,800.00	\$225.00
Westview Village	1216 Westwood Dr, Jefferson, IA 50129	1107304001	The E 340 feet of Outlot "A" of Westwood Acres Addition to the City of Jefferson, Greene County, Iowa.	Mowing	2025	\$0.00	\$200.00

Submitted to the City Council on _____, 2026 by

Roxanne Gorsuch, City Clerk

FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between **City of Jefferson** ("Landlord"), whose address for the purpose of this Lease is 220 N. Chestnut St., Jefferson, IA 50129 and **Adam Ebersole** ("Tenant"), whose address for the purpose of this Lease is 1210 N Ave., Jefferson, IA 50129.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following described real estate situated in Greene County, Iowa (the "Real Estate"):

See Attachment "A"

which is available for farming, but specifically excluding all public roads, airport grounds, buildings, facilities, and all area now used or hereafter used for airport use, including runway, landing strips, taxi strips and parking areas,

and containing 159 acres, more or less, with possession by Tenant for a term of 3 years to commence on March 1, 2026, and end on February 28, 2029. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):
Total annual cash rent of \$36,905.00 payable, as follows:
 - \$18,452.50 on March 1 of each year this Lease is in effect,
 - \$18,452.50 on December 1 of each year this Lease is in effect.

Rent is based on \$285/acre for crop land (101 acres, more or less), and \$140/acre for hay ground (58 acres, more or less). All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 100 % Landlord 0 % Tenant. Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all

contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	MATERIALS	% LANDLORD	% TENANT
1	Commercial Fertilizer	0	100
2	Lime and Trace Minerals	0	100
3	Herbicides	0	100
4	Insecticides	0	100
5	Seed	0	100
6	Seed Cleaning	0	100
7	Harvesting and/or Shelling Expense	0	100
8	Grain Drying Expense	0	100
9	Grain Storage Expense	0	100
10	Other:	0	100

Tenant agrees to furnish, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals chemicals, and other materials.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. **ENVIRONMENTAL.**

a. LANDLORD. To the best of Landlord's knowledge:

- i. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in

compliance with all applicable federal, state, and local codes, rules, and regulations.

- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

- b. TENANT. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals **may not** be stored on the premises for more than one year. Farm chemicals for use on other properties **may not** be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste **may not** be disposed of on the premises. Dead livestock **may not** be buried on the premises. If disposal of solid waste or burial of

dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** All notices of termination of this Lease shall be as provided by law. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.
17. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
18. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
19. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
20. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's mailing address as stated below, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa:

a. TENANT
Adam Ebersol
1210 N Ave.
Jefferson, IA 50129

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

With copy to:
David F. Morain
Jefferson City Attorney
101 N. Grimmell Rd.
Jefferson, IA 50129

21. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

22. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

23. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.

24. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.

25. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

26. **ADDITIONAL PROVISIONS.**

a. Landlord reserves the right to use any part of the crop land for purposes deemed proper by Landlord without incurring liability to Tenant, except if such land shall be taken before the crop is harvested and after Tenant has incurred expense in

putting the crop in, then in such event Tenant shall be reimbursed for its actual expense of planting and cultivating the crop which is damaged up to such date.

- b. Tenant agrees not to plant crops within a distance of 125 feet on either side of the center line of the grass landing strip and paved runway or within 200 feet of either end of the grass landing strip and paved runway. Landlord will place permanent markers to identify the zones within which crops may not be planted. Tenant shall comply with directions from Landlord in order for Landlord to continue operating the airport under federal and state laws.
- c. Tenant agrees that no crops will be planted in the approach areas and transition zones to the runway and landing strip which may grow to a height that may create an obstruction for aircraft use; provided, it is understood and agreed that oats, hay, corn, and soybeans may be planted in such areas.
- d. Any portion of the Real Estate that is pastured by the Tenant shall be fenced by Tenant so as to restrain farm animals from straying into or grazing in the landing areas.
- e. Tenant shall comply with all zoning regulations, as well as all federal, state and local airport clearance regulations.
- f. No equipment shall be operated on runways, landing strips, or taxi strips.
- g. No crops taller than four (4) feet in height shall be planted on the real estate designated as hayground.

DATED as of _____, 2026.

TENANT:

LANDLORD:

City of Jefferson

Adam Ebersole

By: _____
Craig Berry, Mayor

Attest: _____
Roxanne Gorsuch, City Clerk

By: _____
_____,
Chairman of Jefferson Airport Commission

ATTACHMENT "A"

Legal Descriptions

The Southeast Quarter (SE $\frac{1}{4}$) of Section Nine (9), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, except Lot Three (3) thereof as described on plat of survey recorded January 8, 2002, in Book 119 at Page 945, and

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Sixteen (16), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Approximately 58 acres of hayground, more or less, located on real estate described as follows:

Lot Three (3) of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Sixteen (16), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Lot Eight (8) of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Fifteen (15), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Lot Nine (9) of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Fifteen (15), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa, and

Lot Eight (8) of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), Except Lot Five (5), of Section Fifteen (15), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa;

10.66 acres, more or less, located in the West 85 Acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nine (9), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa; and

15 acres, more or less, located in the East 74 Acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nine (9), Township Eighty-three (83) North, Range Thirty (30) West of the 5th P.M., in Greene County, Iowa.

RESOLUTION NO. _____

A RESOLUTION APPROVING FARM LEASE
FOR PROPERTY NEAR AIRPORT

WHEREAS, the City of Jefferson owns approximately 133 acres, more or less, of agricultural real estate near and surrounding the Jefferson Municipal Airport (the "Property"); and

WHEREAS, the Property, which contains tillable acres as well as hay ground, has been leased to Adam Ebersole, as tenant, for the 2025 crop year; and

WHEREAS, a proposed form of farm lease covering the Property between the City, as landlord, and Adam Ebersole, as tenant (the "Farm Lease"), covering the 2026, 2027 and 2028 crop years, thus terminating on February 28, 2029, is before this Council, and the City Council finds that it is in the best interests of the City of Jefferson that the Farm Lease be approved.

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

Section 1. The proposed Farm Lease covering the Property between the City of Jefferson, as landlord, and Adam Ebersole, as tenant, and pertaining to the 2026, 2027, and 2028 crop years, is hereby approved.

Section 2. The Mayor, City Clerk and City Administrator are authorized and directed to execute and deliver the Farm Lease on behalf of the City, in substantially the form and content in which the Farm Lease 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 the City Attorney, may believe to be necessary.

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.

Passed and approved on _____, 2026.

Craig J. Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF ADDITIONAL
TEMPORARY CONSTRUCTION EASEMENTS FOR WESTWOOD
SIDEWALK PROJECT

WHEREAS, the City Council of Jefferson has contracted with Bolton & Menk, Inc. to manage the construction of sidewalks by Cardenas Concrete, Inc., for the Westwood Sidewalk Project (the "Project").

WHEREAS, construction of the sidewalk requires the acquisition of temporary easements from owners affected by the Project;

WHEREAS, at its regular meeting on September 8, 2026, the City Council adopted Resolution No. 59-26 by which the City accepted temporary easements from all but owners of four of the affected properties;

WHEREAS, the owners of the outstanding properties (the "Additional Owners") have now offered temporary easements to assist with the construction of the Project, such Additional Owners shown on the attached Exhibit A(2);

WHEREAS, the City Council proposes to enter into easement agreements acquiring temporary construction easement agreements (collectively the "Easements") by entering into easement agreements (collectively the "Easement Agreements") with the Additional Owners; and

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

Section 1. The City Council hereby approves obtaining the Easements from the Additional Owners pursuant to the Easement Agreements from the Additional Owners for no financial consideration, all in accordance with the terms and provisions set forth in the Easement Agreement, copies of which are held at City Hall.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Easement Agreements on behalf of the City in substantially the form and content in which the Easement Agreements have 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.

Section 3. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to complete the closing of the easement acquisition and 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 September 22, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

Exhibit A(2)

1. Riverpark LLC
 - a) 1402 Woodland Drive
 - b) 1310 Westwood Drive
 - c) 1308 Ferguson Circle
2. Paul & Samantha Johnson
 - a) 1300 Westwood Drive

COUNCIL MEETING

SEPTEMBER 8, 2026

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

ABSENT: None

Mayor Berry presided.

No residents spoke during Open Forum.

On motion by Wetrich, second by Jackson, the Council approved the following consent items:
Council minutes from August 28, 2026, hire Diane Kennedy as part-time office help at \$25/hr.,
and monthly bills from City funds.

AYE: Ahrenholtz Jackson, Sloan, Wetrich, Winkelman

NAY: None

RESOLUTION NO. 57 -26

On motion by Ahrenholtz, second by Jackson, the Council approved Resolution No.57-26, a
resolution approving Financial Policies for the City of Jefferson.

AYE: Winkelman, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

RESOLUTION NO. 58 -26

On motion by Wetrich, second by Jackson, the Council approved Resolution No. 58-26, a
resolution approving 28E agreement with the Greene County Community School District for the
High School Trail.

AYE: Jackson, Ahrenholtz, Sloan, Wetrich, Winkelman

NAY: None

RESOLUTION NO. 59 -26

On motion by Winkelman, second by Wetrich, the Council approved Resolution No. 59-26, a
resolution authorizing execution of Temporary Construction Easements for Westwood Sidewalk
Project.

AYE: Jackson, Ahrenholtz, Winkelman, Wetrich, Sloan

NAY: None

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

ABC PEST CONTROL	LB PEST CONTROL	508.90
ACCESS SYSTEMS LEASING	COPIER LEASES	1397.04
ACCO UNLIMITED CORP	PL HEATER REPR	487.50
ACUSHNET COMPANY	GCRSE MERCH	613.00
ADVANCED WASTE SOLUTIONS	GCRSE PORT TOILET	136.50
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	SW/WA TSTG	1153.95
AIDAN SHOREY	WA DEP REF	68.63