

AGENDA

CITY COUNCIL MEETING

Tuesday, October 27, 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 10/13/26.
 - B. Appoint Noah Juergensen to the Park & Rec Commission for a term to expire December 31, 2029.
 - C. Appoint Keith VanBeek to the Park & Rec Commission for a term to expire December 31, 2029.
 - D. Approve Henry Pohlmeier as a Member of the Jefferson Fire Department.
 - E. Approve Class C Retail Alcohol License for Public House, LLC dba The Public House & Lounge.
- V. NEW BUSINESS:**
 - A. **PUBLIC HEARING** on Proposed Change to At-Grade Portion of Cemetery.
 - B. ORDINANCE Amending the Code of Ordinances of the City of Jefferson, Iowa, 2017, by Amending Provisions Pertaining to Jefferson Cemetery Headstones.
 - C. RESOLUTION of the City of Jefferson, Iowa, Approving an Intergovernmental Agreement. Between the City of Jefferson and the State of Iowa, Department of Transportation Regarding the Access Management Plan for US 30 / 220th Street and IA 4 in Jefferson.
 - D. RESOLUTION Approving a Donation Policy for the City of Jefferson Park and Recreation Department.
 - E. RESOLUTION Approving Purchase Agreement for Property at 203 West State Street.
 - F. Consider Commitment of City Funds for the Library Expansion 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, October 27, 2026 5:30 p.m.

At-Grade Portion of Cemetery: The Council will hold a public hearing regarding a proposal to remove the restriction that markers only be at-grade in the area of the Cemetery known as the "Lawn Level" area.

The lots in the south-west corner of the Jefferson cemetery may only have at-grade markers. Lot sales in this area lag far behind the sales for the rest of the cemetery. Speculation is that folks don't like just having at-grade markers. Enclosed is an aerial photo showing the lawn level area and a lot map showing the lots sold vs. available.

The lawn level area with restricted headstones is detailed in the City Code. Enclosed is an ordinance removing these restriction in this area.

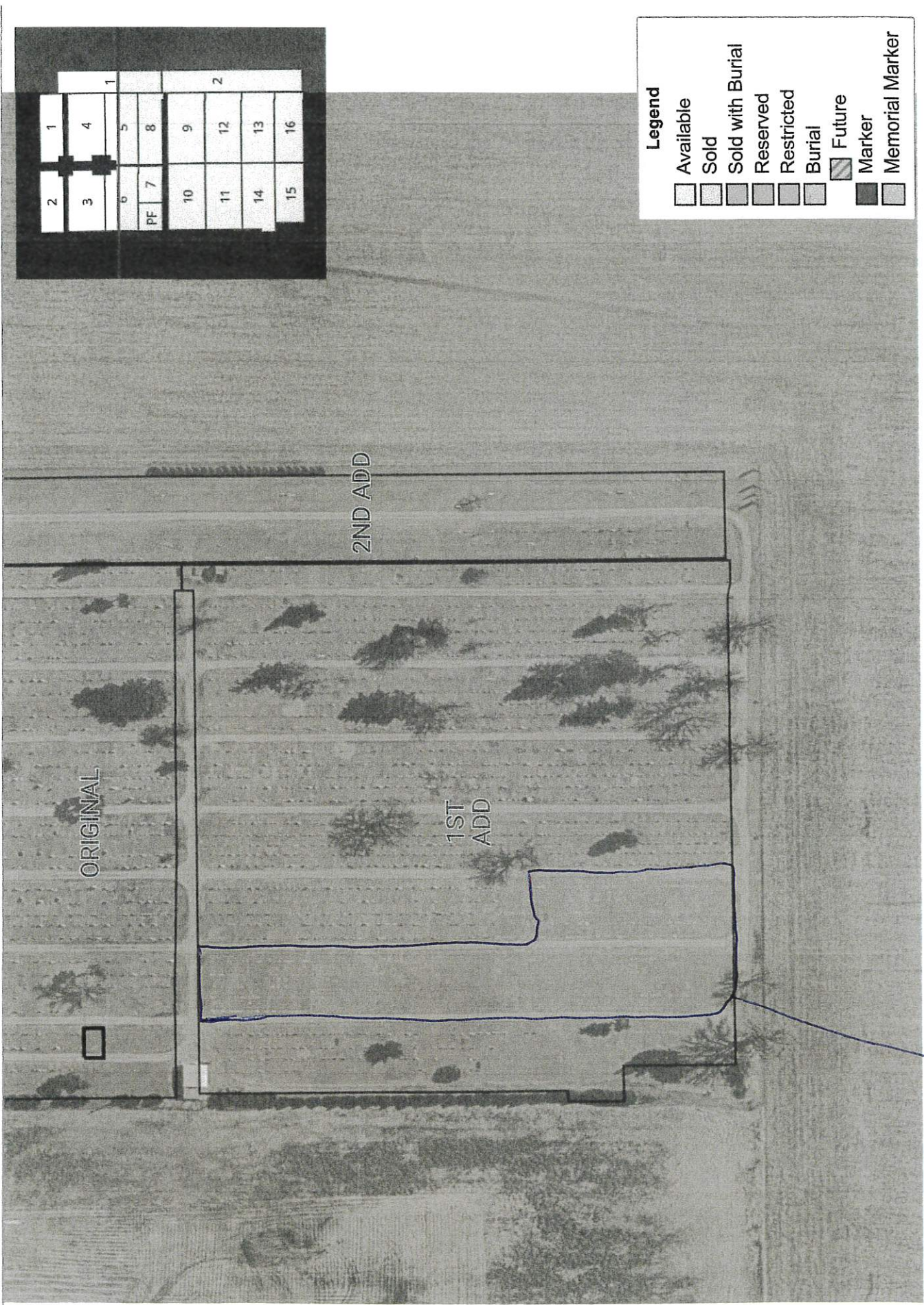
DOT Access Management Agreement: Enclosed is the agreement between the City and the Iowa DOT establishing the access points on Highways 30 & 4. The affected property owners have been contacted and the agreement is ready for approval.

Donation Policy: The Park & Rec Department has prepared a policy about how donations are accepted, acknowledged and maintained.

House Purchase: Enclosed is a resolution authorizing the purchase of the house at 203 W. State Street for \$130,000 for the Library. The funds will come from the General Fund and will be reimbursed according to the MOU entered into at the previous Council meeting.

Library Funding: Representatives of the Library and Foundation will present an update on the project and fundraising efforts. The City will be asked to make a financial contribution to the project.

Discussion from the Finance Committee has centered on a City commitment of \$1 to \$1.25 million. This would be from the TIF fund. To use TIF for this Library project requires the use of a reverse referendum. The funds would not be paid to the project until fundraising is nearing successful completed and the project is proceeding toward construction.



Lower level

12	11	10Z	10	9	8	7	6X	6	5	4	3	2X	2	1
13	14	14Z	15	16	17	18	18X	19	20	21	22	22X	23	24
38	37	36Z	36	35	34	33	32X	32	31	30	29	28X	28	27
39	40	40Z	41	42	43	44	44X	45	46	47	48	48X	49	50
64	63	62Z	62	61	60	59	58X	58	57	56	55	54X	54	53
65	66	66Z	67	68	69	70	70X	71	72	73	74	74X	75	76
90X	89X	88Z	88X	87X	86X	85X	84X	83X	82X	81X	80X	79X	78X	77X
93X	94X	94Z	95X	96X	97X	98X	99X	100X	01X	102X	104X	106X		

1ST ADD

12	11	10Z	10	9	8	7	6X	6	5	4	3	2X	2	1	
13	14	14Z	15	16	17	18	18X	19	20	21	22	23X	23	24	
38	37	36Z	36	35	34	33	32X	32	31	30	29	28X	28	27	
64X	64	63	62Z	62	61	60	59	58X	58	57	56	55	54X	54	53
65X	65	66	66Z	67	68	69	70	70X	71	72	73	74	74X	75	76
94X	93X	92X	91Z	91X	90X	89X	88X	87X	86X	85X	84X	83X	82X	81X	80X

11Z	11	10	9	8	7X	7	6	5	4	3X	3	2
16Z	16	17	18	19	19X	20	21	22	23	23X	24	25
37Z	37	36	35	34	33X	33	32	31	30	29X	29	28
42Z	42	43	44	45	45X	46	47	48	49	49X	50	51
63Z	63	62	61	60	59X	59	58	57	56	55X	55	54
68Z	68	69	70	71	71X	72	73	74	75	75X	76	77

Lower level

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF JEFFERSON, IOWA, 2017, BY AMENDING
PROVISIONS PERTAINING TO
JEFFERSON CEMETERY HEADSTONES

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

SECTION 1. Section Amended. Section 117.05(5) of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is hereby repealed. Following subsections shall not be renumbered, as Section 117.05(5) shall be reserved for future ordinance amendments.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

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

Roxanne Gorsuch, City Clerk

Intergovernmental Agreement Between
The City Of Jefferson and
The State Of Iowa, Department Of Transportation
Regarding the
ACCESS MANAGEMENT PLAN FOR US 30 & IA 4 IN JEFFERSON

THIS AGREEMENT is entered into is effective as of the ____ day of _____, 2026 by and between the State of Iowa, Department of Transportation, (hereinafter designated the "DOT") and the City of Jefferson, (hereinafter designated the "City") herein referred to collectively as "Agencies".

RECITALS:

Recitals provide general information about the parties and the agreement, such as intentions or understanding of the purpose for the agreement. They are not independently legally binding.

WHEREAS, the DOT and the City are authorized by the provisions of IC 28E.4 and IC 306A.7 to enter into joint cooperative agreements with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the DOT is authorized pursuant to IAC 761-112.5(6) "Access management plans and agreements", to achieve the objectives of IAC 761-112 by written agreement adopting and implementing comprehensive and mutually acceptable highway access management plans; and

WHEREAS, the City is authorized to manage land use and infrastructure engineering including access to public highways under its jurisdiction and has authority to concur in primary highway access permitting pursuant to IC 306.4(4); and

WHEREAS, the Agencies desire to provide for the coordinated and mutually acceptable management of vehicular access for the section of US 30 and IA 4, within the corporate city limits of Jefferson (hereinafter "Segment"); and

WHEREAS, the purpose of this Agreement is to adopt an access management plan for the Segment to enable the agencies to have an established plan and to coordinate decisions regarding access connections, their design and related traffic controls along US 30 and IA 4 within the Segment; and

WHEREAS, the coordinated management of vehicular access to a primary highway is necessary to maintain the safety, efficient and smooth flow of traffic, reduce the potential for traffic crashes, to protect the functional purpose and public investment in the highway, support economic development by providing for the efficient movement of commodities, goods and services, to provide an efficient spacing of traffic controls, and to protect the public health, safety and welfare; and

WHEREAS, the Agencies desire to collaborate to assure all transportation modes including motor vehicle, pedestrian, bicycle, and mass transit are given sufficient consideration with each transportation improvement project and land use decision that affects access within the Segment; and

WHEREAS, the development of this Access Management Plan (AMP) adheres to the requirements of IAC 761-112 and the Iowa Access Management Manual (AMM).

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. This Agreement constitutes an approved AMP for the Segment, within the meaning of IAC 761-112.5(6), and the AMM. Unless otherwise terminated, this AMP shall continue and remain in effect after the adoption of this agreement.
2. Exhibit A, titled "Access Management Plan" dated July 23, 2026, is attached hereto and incorporated herein.
3. The Agencies shall manage access to the Segment in compliance with IAC 761-112, the AMM and this Agreement including Exhibit A. Vehicular access to the Segment shall be permitted only when such access is in compliance with this Agreement.
4. Accesses which were in existence and in full compliance with Iowa law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the IAC 761-112, the AMM, or this Agreement or in the course of highway construction. When closure, modification, or relocation of an access is determined to be necessary, the Agency having jurisdiction shall utilize appropriate legal process to affect such action.
5. Actions taken by any Agency with regard to transportation planning and traffic operations within the Segment shall be in conformity with this Agreement. Access design and location variances and exceptions may be approved if agreed upon by all of the participating Agencies. Each Agency may conduct an independent review and both Agencies must concur on the design variance or exception in order for its approval.
6. Lots or parcels of real property created after the effective date of this Agreement that adjoin the Segment shall not be provided with direct access to the Segment unless the location, use, and design thereof conform to the provisions of this Agreement.
7. The CITY agrees to review and consider changes to zoning ordinances, subdivision ordinances, and any additional ordinances or resolutions as may be required to abide by the terms of this Agreement.
8. This Agreement is based upon and is intended to be consistent with IAC 761-112 and the AMM as now or hereafter constituted. An amendment to either IAC 761-112 or the AMM which

becomes effective after the effective date of this Agreement and which conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement. Conflicts shall be submitted to the Agencies for their review and revision of this Agreement.

9. This Agreement does not create any current financial obligation for either Agency. Any future financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, but, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director as applicable. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available.

10. Should any one or more sections or provisions of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.

11. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the segment. No additional or different oral representation, promises or agreement shall be binding on any Agency.

12. This Agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials. If either party desires to terminate this agreement, written notice shall be provided to the other party of its desire to terminate no less than ninety (90) days prior to its desired termination date. Written acceptance of the termination by both parties is required prior to the termination. During the pendency of these negotiations, this Agreement shall remain in full force and effect. Upon AMP termination, the assigned access category pursuant to IAC 112.5, is effective immediately.

13. To the extent the AMP needs to be modified by a change, closure, relocation, consolidation or the addition of an access, the Agencies may amend the attached Exhibit A so long as the amendment to the AMP is executed in writing and amended in accord with the IAC 761-112, and the AMM. The AMP Amendment Process has been included as Exhibit B, attached and incorporated herein.

14. In case of a dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The agencies agree to be bound by the decision of the appointed arbitrator. Neither party may seek

any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

15. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

16. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the CITY shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

17. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

18. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

19. The Agencies may meet on an annual basis to review and evaluate this Agreement. The DOT or City may request such a meeting and will coordinate meeting date, time, location, materials and agenda.

20. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one original Agreement. Facsimile signature shall be as effective as an original signature.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year first above written.

CITY OF JEFFERSON, IOWA

ATTEST:

Mayor

Date

City Clerk

APPROVED AS TO FORM:

City Attorney,

Date

ATTEST:

Chief Clerk

EXHIBIT A
ACCESS MANAGEMENT PLAN FOR US 30 & IA 4 IN JEFFERSON
July 23, 2026

I. PURPOSE

The purpose of this Access Management Plan (AMP) is to provide the City of Jefferson and the Iowa DOT (Agencies) with a comprehensive and mutually acceptable plan for the segment of US 30 & IA 4 in the City of Jefferson (Segment).

II. AUTHORITY

The development of this AMP was completed pursuant to IAC 761-112, and the Access Management Manual (AMM) and is adopted by the attached Agreement.

III. RESPONSIBILITIES

It is the responsibility of each Agency to ensure that vehicular access to the Segment shall only be in conformance with this Exhibit and the Agreement. The cost of access improvements, closures and modifications shall be determined pursuant to IAC 761-112, the Agreement, and this AMP and City ordinances. All US 30 & IA 4 access construction shall be consistent with the design criteria and specifications of the AMM and the Iowa DOT.

IV. EXISTING AND FUTURE ACCESS

A. Table 1 and 2 provide a listing of each existing and future access connection in the Segment including their current and future status. Map(s) illustrating the location of access connections follow. In case of discrepancy between Table 1 & 2 and any Map, Tables controls.

B. All highway design and construction called for by the AMP will be based on the assumption that the Segment will have a sufficient cross section and public right-of-way to accommodate all travel lanes and longitudinal installation of pedestrian facilities, drainage and permitted utilities.

V. AMP IMPLEMENTATION

A. Bringing access connections into conformance with the AMP will proceed when there is reasonable opportunity to do so. Opportunities include the development or redevelopment of abutting property, the terms and conditions listed on any access permit issued by the DOT, the terms and conditions of any City authorizations, approvals or site plans, any highway reconstruction or maintenance projects by the DOT that have the opportunity to make access modifications leading to conformity with the AMP.

B. Any access along the segment may be closed, relocated, or consolidated, or turning movements may be restricted, or the access may be brought into conformance with this AMP, when in the opinion of the DOT or the City, any of the following conditions exist or have occurred:

1. the access has developed an unacceptable crash history that in the opinion of the City or the DOT is correctable by modifying or restricting the access in some manner;
2. the access is determined by any means to be detrimental to the public's health, safety, and welfare;
3. access modification or restrictions are necessitated by a change in road or traffic conditions;
4. there is a change in the use of the property that has or will result in a change in predominant vehicle types or an increase in traffic volumes or a situation when the access use exceeds the design and engineering limitations of the existing access design;
5. the terms and conditions of an access permit so require;
6. a highway reconstruction project provides the opportunity to make highway and access improvements in support of this AMP.

C. All access construction shall be consistent with the design and specifications of the current AMM and the DOT manuals for design, construction and specifications.

D. Any proposed access connection modification or addition must be in compliance with this Agreement and the current AMM unless the Agencies jointly approve a design variance or exception.

E. Traffic signals shall be located only at Map 1 predetermined locations. Other design, safety and traffic controls such as roundabouts and innovative intersection designs shall be considered in place of traffic signals. Prior to signal approval, a DOT signal warrant and intersection analysis shall be completed and warrants met. Predicted traffic volumes shall consider the anticipated growth and development of the area based on opening day traffic projections. New traffic signal installations shall interconnect with existing and anticipated signal locations by any reliable means acceptable to the DOT.

F. All new development along US 30 & IA 4 shall access the city street system, not the primary highway, or use AMP predetermined access connections.

G. Existing access connections may be required to be improved to current design and traffic control standards including appropriate turn-lanes and other appropriate geometric features to mitigate adverse impacts of development traffic on US 30 & IA 4. Access connections may require turn lanes if turning movements qualify in accordance with the AMM.

H. Access functional area is defined in the AMM. The functional area of intersections within the AMP shall be protected. No additional access connections shall be allowed within an intersection functional area. The functional area extends both upstream and downstream from the physical intersection area and includes the cross street.

I. Access connections will be restricted along the local cross street for a minimum distance of 150 feet, 300 feet preferred, from the near edge of the US 30 & IA 4 traveled way. This is

further described in the AMM. This is needed to provide sufficient space for traffic maneuvers and queues within the proposed entrance for traffic entering the highway, and to prevent spill-back onto US 30 travel lanes.

J. Should US 30 & IA 4 be improved along the Segment, public road intersection access allowed by this agreement shall continue unless a change is agreed to by the CITY and DOT.

VI. Tables 1 & 2 ACCESS CONNECTIONS

All access connections within the Segment are listed in Tables 1 and 2 and shown on Map 1.

The Tables describe current and future access conditions. Map 1 illustrates locations.

The Side for a street intersection is listed as "Both" if said street goes through US 30 or IA 4. If a street ends at US 30 or IA 4, as in a T-intersection, the cardinal direction of the traffic traveling away from US 30 or IA 4 is listed for the Side.

TABLE 1: US 30 Access Location Listing

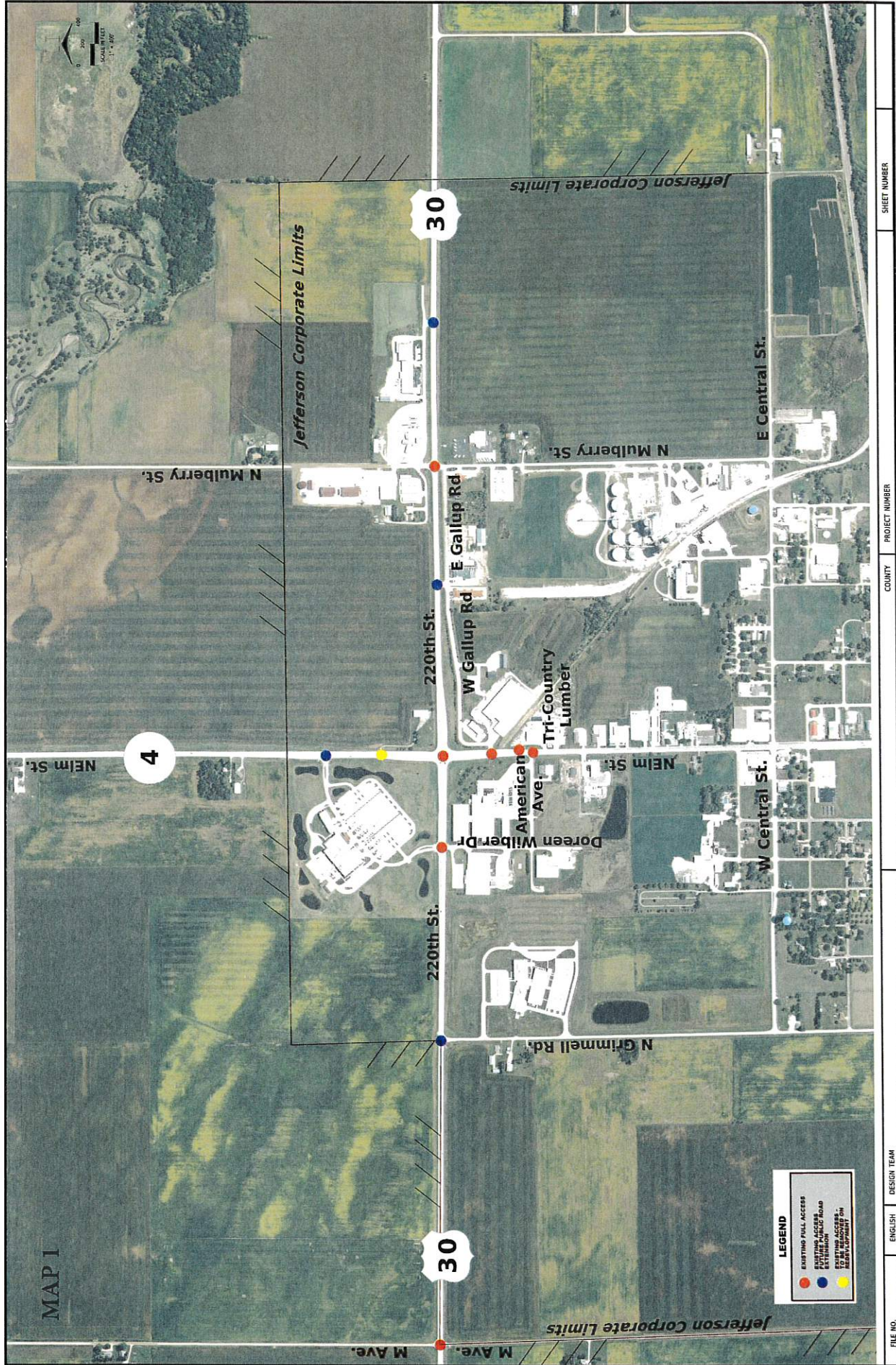
Access Name or Intersecting Street	Station	Side	Existing Condition	Proposed future Configuration and Condition
M Ave.	656+56.72	Both	Full movement, two way stop controlled intersection	No change, at time of agreement
N. Grimmell Rd.	684+61.7	Both	Full movement, Side Road Stop-controlled T-intersection	No change, at time of agreement. Public road access to the north allowed.
Doreen Wilbern Dr.	702+33.25	Both	Full movement, Side Road stop controlled intersection	No change, at time of agreement
IA 4	711+32.4 (BK) 710+90.9 (AH)	Both	Full movement, all way stop controlled intersection	No change, at time of agreement
Gallup Rd	724+16.0	Both	Full movement, Side Road Stop-controlled T-intersection	No change, at time of agreement. Public road access to the north allowed.
N Mulberry St.	737+37.3	Both	Full movement, two way stop controlled intersection	No change, at time of agreement
Frontage Rd.	750+57.3	Both	Full movement, Side Road Stop-controlled T-intersection	No change, at time of agreement. Public road access to the south allowed.

TABLE 2: IA 4 Access Location Listing

Access Name or Intersecting Street	Station	Side	Existing Condition	Proposed future Configuration and Condition
Type C Field Entrance	505+00.00	East	Full Movement	Removal of driveway
Casino Entrance	510+10.00	Both	Full movement, Side road Stop-controlled T-intersection	No change, at time of agreement. Public road access to the east allowed as conditions warrant.
US 30	499+53.00	Both	Full movement, all way stop controlled intersection	No change, at time of agreement
Gallup Rd	495+00.00	East	Full movement, Side Road Stop-controlled T-intersection	No change, at time of agreement
Tri-County Lumber Entrance	493+12.85	East	Full movement, Side Road Stop-controlled T-intersection	No change, at time of agreement
American Ave	492+22.00	West	Full movement, Stop-controlled T-intersection	No change, at time of agreement

Accesses listed on Tables 1 and 2 may be closed, relocated, or turning movements may be restricted when in the opinion of the City with DOT concurrence, or in the opinion of the DOT, any of the following conditions occur: a) the access is detrimental to the public's health, safety and welfare, b) the access has developed an accident history that is correctable by restricting access, or c) the restrictions are necessitated by a change in road or traffic conditions.

No new access types A, B, or C are allowed.



RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JEFFERSON AND IOWA DEPARTMENT OF
TRANSPORTATION REGARDING THE ACCESS MANAGEMENT PLAN
FOR US 30/220TH STREET & IA 4 IN THE CITY LIMITS OF JEFFERSON

WHEREAS, the US Highway 30/220th Street and Iowa Highway 4 corridor is an important public facility providing transportation services for the City of Jefferson and nearby communities; and

WHEREAS, the City recognizes that the coordinated management of vehicular access to public highways is a significant traffic management and safety strategy to maintain the efficient and smooth flow of traffic, to support the continued growth of the City, to protect the functional level of US 30/220th St & IA 4, optimize traffic capacity, and to protect the public health, safety and welfare; and

WHEREAS, the City and the Iowa Department of Transportation (the "DOT"), recognizing that current traffic and continuing growth requires US 30/220th St & IA 4 to retain a high quality of transportation performance to support economic development and serve as a vital transportation link for local and regional travel, identified the need to develop an Access Management Plan (the "AMP") for the segment of the US 30/220th St & IA 4 corridor in the city limits of the City of Jefferson (the "Segment"); and

WHEREAS, the City, recognizing the need to plan for future growth, manage land use planning and site development, and preserve the functional integrity and utility of US 30/220th St & IA 4 and the local street system, partnered with the DOT to prepare a draft AMP addressing all existing and future access connections within the Segment; and

WHEREAS, the City and DOT are authorized by the provisions of Iowa Code Section 28E.4 and Iowa Code Section 306A.7 to enter into joint cooperative agreements with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the City is authorized to manage land use and infrastructure engineering including access to public highways under its jurisdiction and has authority to concur in primary highway access permitting pursuant to Iowa Code Section 306.4(4); and

WHEREAS, the purpose of the Intergovernmental Agreement (the "Agreement") is to adopt an AMP for the Segment to enable the City to have an established plan and to coordinate decisions regarding access connections and their design and related traffic controls along US 30/220th St & IA 4 within the Segment; and

WHEREAS, having a formalized AMP will support improved land-use and transportation planning and capital investments; and

WHEREAS, the City Council, having been presented by the DOT with a proposed Agreement and proposed AMP, finds that it is in the best interests of the City of Jefferson that the City proceed with the approval of the Agreement and AMP as proposed.

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

Section 1. The Intergovernmental Agreement with the State of Iowa, Department of Transportation, which adopts the Access Management Plan Agreement dated July 2025, with attachment hereto, is hereby approved.

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, including but not limited to executing the Intergovernmental Agreement.

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 October 27, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

JEFFERSON DONATION POLICY

The City of Jefferson Park and Recreation Department recognizes the enormous value of direct community support. We are very fortunate to receive support from community members who regularly give time, money, property, and individual expertise to help ensure our park and recreation system continues to thrive by providing vital benefits and quality of life for Jefferson residents and visitors. Gifts given by organizations such as the Grow Greene County Foundation, Greene County Community Foundation Grant, or the Hess Fund Endowment will be recognized through various means, such as signs, plaques, or public announcements.

Jefferson Park and Recreation have established guidelines for several types of opportunities to donate. We encourage individuals, families, businesses, groups, and associations to contact the department to discuss ideas and locations for donations. Final donation locations are dependent on department needs and planning processes already underway.

Donations to the City of Jefferson Park and Recreation may be tax deductible. (Please consult your tax advisor.)

Donations will be accepted in the following categories:

- Living Legacy tree donations: Living memorial donations accepted in the form of tree plantings in city parks.
- Stewardship bench donations: Memorial or donated benches will be considered within the city park system.
- General donations: Donations for general park and recreation purposes are accepted and encouraged.
- Monetary donation: Unrestricted monetary donations (for any purpose) or restricted monetary donations (donations for a specific purpose as long as it aligns with the City of Jefferson's Donation Policy).
- Statues, Shelters, Fountains, Plazas, Gardens, Playgrounds, etc.: The Department will determine placement of such donations.

Donation Policy

1. Park and Recreation Staff are responsible for the purchase and installation of all park/facility elements which shall not change the character of the park or facility.
2. Donated elements become City of Jefferson Park and Recreation property. Staff will maintain the memorial donation only for the expected life cycle of the item. If current information is on file, the donor is given the opportunity to take action at the end of the life cycle.
3. It is the responsibility of the donor to provide the Park and Recreation Department with current address and/or phone number for purposes of notification. If the address or phone number should change, it is the responsibility of the donor to update the Park and Recreation Department of the updated contacted information.
4. Donors shall be notified, if current information is on file, of any changes related to the status of the donation, such as need to remove, relocate or comply with other conditions.
5. Donated elements must be of high quality for a long life and be resistant to the elements and normal use in their location. Repair parts and materials must be readily available at a reasonable cost. Maintenance must not negatively impact staff's routine, budget or other facilities. Donations must not imply any influence over City business, officials or personnel. Donations shall not be considered from donors who have a pending but not yet finalized contract or business relationship with the City.
6. Donors cover the full cost for the purchase, freight, site prep, installation and acknowledgement plaques. Payment is due prior to site prep and installation.
7. Park and Recreation Staff will manage and approve basic donations and their locations. Additional review may be necessary from the Park and Recreation Commission for more substantial donations. All naming requests must go through the Commission and City Council for final acceptance. For refused donations, a proposed donor may appeal in writing to the City Administrator within 30 days of the original denial. The City Administrator, within a reasonable time to gather information and consider the appeal, may uphold the denial, modify the decision, or refer the matter to the City Council.

8. Memorials must: a) meet a true need of a park or facility, b) not interfere with intended current or future use of a park or facility, and, c) not require the relocation of other equipment or infrastructure.

11. All plaques and naming on donated items shall not defame any individual or group; contain vulgar language; place the City at risk of violating any law, policy, or constitutional right; or otherwise interfere with the enjoyment of the general public.

12. Installation is completed by Park and Recreation personnel or contractor at a time so as not to interfere with routine park or facility maintenance and activities.

13. Jefferson Park and Recreation reserves the right to remove or relocate donated elements and their acknowledgements when they interfere with site safety, maintenance, sightlines or construction activity. As stated previously, the Park and Recreation will contact the donor notifying them of any action related to the disposition. In certain situations, such as safety or emergency, notification may be made after action has been taken. In the event that a memorial donation must be permanently removed, Park and Recreation will seek an alternative location consistent with these policies.

14. Jefferson Park and Recreation reserves the right to remove a donated park element if the maintenance and repair cost becomes too high. If a donated item is vandalized or damaged, the Jefferson Park and Recreation department shall determine, in its sole discretion, if the item can and should be repaired based on the cost and safety of doing so, or if instead the item should be removed.

15. At the end of the sustainable life cycle, the donor may choose to extend the donation by paying the current value of a new memorial donation. Jefferson Park and Recreation reserves the right to seek a new donor for the memorial donation at the end of the sustainable life cycle, should the original donor choose not to renew the memorial donation or if Park and Recreation staff are unable to contact the original donor.

RESOLUTION NO. _____

A RESOLUTION APPROVING A DONATION POLICY FOR
THE CITY OF JEFFERSON PARK & RECREATION DEPARTMENT

WHEREAS, the City of Jefferson (the "City") is best served when there is a set of policies to guide officials and employees with respect to the City Park & Recreation Department's review, acceptance, and use of donated property and memorials; and

WHEREAS, the attached City of Jefferson Donation Policy (the "Donation Policy") has been presented to the City Council and the Council finds that is in the best interests of the City that it be approved.

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

Section 1. The attached Donation Policy is hereby approved and adopted as the donation policy of the City of Jefferson Park and Recreation Department.

Section 2. The Mayor, City Clerk, and City Administrator 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 October 27, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING PURCHASE AGREEMENT
FOR PROPERTY AT 203 WEST STATE STREET

WHEREAS, a real estate purchase and sale agreement (the “**Purchase Agreement**”) providing for the acquisition of property owned by Bret C. Durbin at 203 West State Street, Jefferson, Iowa, and described as follows (the “**Property**”):

The West Forty-Eight Feet (W48’) of Lot One Hundred Thirty-Four (134) and the East Eight Feet (E8’) of the vacated alley adjoining said Lot 134 on the West, All in Block Twenty (20) in the Original Town (Now City) of Jefferson, Greene County, Iowa.

is before this Council, which by its terms is subject to this Council’s approval; and

WHEREAS, the Purchase Agreement provides for the transfer of the Property to the City in its current condition for \$130,000.00; and

WHEREAS, it has been determined that the acquisition of the Property would be in conformity with the City’s goal of expanding parking and access for the Jefferson public library; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that the City proceed with the acquisition of the Property in accordance with the terms of the proposed Purchase Agreement.

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

Section 1. The Purchase Agreement providing for the acquisition of the Property is approved.

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, including but not limited to executing the Purchase Agreement.

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 October 27, 2026.

Craig Berry, Mayor

Attest:

Roxanne Gorsuch, City Clerk

RE: Letter of Commitment

Dear Library Board of Trustees,

The Jefferson City Council offers to you its commitment to provide a portion of the funding of the new Jefferson Public Library improvement project. The amount shall not exceed \$_____. The funds shall be properly budgeted and sourced from the City's tax increment funding (TIF) pursuant to Iowa Code chapter 403. The funds shall be subject to a reverse referendum by petition in the manner provided by Iowa Code § 362.4.

The City Council encourages you to seek as many sources of capital as possible in your fundraising. The Council, Mayor and City staff thank you for your efforts to construct an updated, efficient Public Library building that will benefit the citizens of Jefferson and Greene County for decades to come.

COUNCIL MEETING

OCTOBER 13, 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 Winkelman, second by Sloan, the Council approved the following consent items: Council minutes from September 22, 2026, Class B Alcohol License for Al's Corner Oil Co., dba Sparky's One Stop #22, Neighborhood Improvement Incentive Program application form 216 E State Street for \$2,500, Sewer Forgiveness for 106 Lincoln Place \$838.08, 105 Wilcox Way \$448.84, 313 West Street \$536.15 and payment of monthly bills from City Funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

NAY: None

RESOLUTION NO. 63 -26

On motion by Ahrenholtz, second by Winkelman, the Council approved Resolution No.63-26, a resolution approving Memorandum of Understanding Regarding Jefferson Public Library Expansion Project.

AYE: Sloan, Ahrenholtz, Jackson, Wetrich, Winkelman

NAY: None

RESOLUTION NO. 64 -26

On motion by Ahrenholtz, second by Sloan, the Council approved Resolution No. 64-26, a resolution approving Policies for the City of Jefferson Downtown Revitalization Financial Assistant Program.

AYE: Jackson, Winkelman, Wetrich, Ahrenholtz, Sloan

NAY: None

RESOLUTION NO. 65 -26

On motion by Wetrich, second by Sloan, the Council approved Resolution No. 65-26, a resolution approving Policies for the City of Jefferson East Lincoln Way financial Assistant Program.

AYE: Wetrich, Winkelman, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Winkelman, second by Sloan, the Council approved hiring Jennifer Paulsen as Utility Billing Clerk at \$20.03/hr (\$41,662.40) with start date of October 27, 2026.

Lots in the South-west corner of the Jefferson Cemetery may only have at-grade markers (lawn level) currently. City will hold Public Hearing regarding moving the restriction of lawn level.

RESOLUTION NO. 66 -26

On motion by Wetrich, and second by Winkelman, the Council approved Resolution No. 66-26, a resolution setting Public Hearing Regarding a Potential Amendment to the Cemetery Ordinance. The Public Hearing has been set for October 27, 2026 at 5:30 p.m.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Winkelman

NAY: None

On motion by Winkelman, second by Wetrich, the Council approved the Change Order #2 for the Airport Fuel Farm Project in the amount of \$418.74.

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

On motion by Sloan, second by Ahrenholtz, the Council approved the Pay Estimate #4 to Evora Energy, LLC of \$26,841.37 for Airport Fuel Farm Project.

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

On motion by Ahrenholtz, second by Wetrich, the Council approved the Pay Estimate #1 to Cardenas Concrete of \$16,898.85 for Westwood Area Sidewalk Improvements.

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

Greg Piklapp, Economic Development Director updated the Council with a quarterly report.

RESOLUTION NO. 67 -26

On motion by Ahrenholtz, and second by Jackson, the Council approved Resolution No. 67-26, a resolution authorizing Continuing Participation in and Support of Greene County Development Corp.

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

RESOLUTION NO. 68 -26

On motion by Winkelman, and second by Jackson, the Council approved Resolution No. 68-26, a resolution authorizing Continuing Participation in and Support of the Main Street Program.

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

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

ABC PEST CONTROL	PEST CONTROL	823.38
ACCESS SYSTEMS LEASING	COPIER LEASES	1397.04
ACCO UNLIMITED CORP	WA CHEM	3085.80
ACUSHNET COMPANY	GCRSE MERCH	108.21
ADVANCED WASTE SOLUTIONS	GCRSE PORT TOILETS	139.10
AFLAC	AFLAC INS W/H	35.36
AG SOURCE COOP SERV	SW/WA TSTG	3,322.00
ALLIANT ENERGY	UTILITIES	46,985.36
AMAZON CAPITAL SERVICES	SUPPLIES	1,573.26
ANATOMY IT, LLC	COMPUTER SERVICE	1,310.05
ASCENDANCE TRUCK CENTERS	RC VEH REPAIRS	2,555.60
AUTOMATIC SYSTEMS CO.	WA SERVICE	1,333.75
BEAM INS ADMINISTRATION	VISION/DENTAL INS	772.77
BETH JOY	WA DEP REF	72.13
BOLTON & MENK INC	ENG	26,536.50
BOMGAARS	SUPP	2,893.29
BRIAN SHELL	WA DEP REF	77.10
BROOKE COFFIN	WA DEP REF	150.00
BSN SPORTS LLC	RN SOCCER NETS	2,980.00
CALEB A ALAMINA	SN BOOTS	139.49
CAMPBELL SUPPLY COMPANY	PK WHITE ATHLETIC PAINT	346.50
CARD SERVICE CENTER	CREDIT CARD	2,085.29