

AGENDA

COUNCIL MEETING

Tuesday, February 11, 2020

5:30 P.M.

CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER:

II. OPEN FORUM: This is a time for any concerned citizen to speak to the Council on an item that is not on the agenda.

III. CONSENT ITEMS:

- A. 1/28/20 regular Council meeting minutes.
- B. Jefferson Community Golf Course , Class C Liquor License(LC)(Commercial)
- C. Payment of monthly bills
- D. Annual Tax Abatement approvals

IV. NEW BUSINESS:

- A. GCDC Quarterly report and request for funds.
- B. Consider approval of pay estimate number 1 to Leroy & Sons, Inc of \$107,609.83 for airport runway extension project.
- C. Consider resolution re-setting date for receiving bids for 100 East State Street Roof Project.
- D. Consider approval of Amendment #2 to Local Planning and Administrative Assistance Contract #HF1703T from Region XII COG for CDBG Housing Set-Aside Grant Program.
- E. Consider approval of Subrecipient Agreement Amendment #2 with Region XII COG for Contract #17-HSG-009 for the CDBG Housing Set-Aside Grant Program.
- F. Consider approval of Amendment #1 to Local Planning and Administrative Assistance Contract #HF1703A from Region XII COG for CDBG Housing Set-Aside Grant Program.
- G. Public Works Quarterly update.
- H. Discussion on combining Chamber & Main Street Director position.
- I. FY 2020-2021 budget workshop.

V. REPORTS:

- A. Mayor
- B. Engineer
- C. City Clerk
- D. Attorney
- E. City Administrator
- F. Council & Committees

VI. ADJOURN.

AGENDA SUMMARY

DATE 2/11/20

NEW BUSINESS

- A. GCDC Quarterly report and request for funds.
- B. Consider approval of pay estimate number 1 to Leroy & Sons, Inc of \$107,609.83 for airport runway extension project.
- C. Consider resolution re-setting date for receiving bids for 100 East State Street Roof Project.
- D. Consider approval of Amendment #2 to Local Planning and Administrative Assistance Contract #HF1703T from Region XII COG for CDBG Housing Set-Aside Grant Program.
- E. Consider approval of Subrecipient Agreement Amendment #2 with Region XII COG for Contract #17-HSG-009 for the CDBG Housing Set-Aside Grant Program.
- F. Consider approval of Amendment #1 to Local Planning and Administrative Assistance Contract #HF1703A from Region XII COG for CDBG Housing Set-Aside Grant Program. Items D, E and F are updated federal languages in each of the three contracts, so approval is necessary do to this updated language.
- G. Public Works Quarterly update.
- H. Discussion on combining Chamber & Main Street Director position.
- I. FY 2020-2021 budget workshop.

COUNCIL MEETING

January 28, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich
ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Wetrich, second by Jackson, the Council approved the following consent agenda January 14, 2020 Council Minutes, Fareway Store, Inc., #888, Class E Liquor License.

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

This was the time and place for the Public Hearing on detailed plans and specifications, from of contract, and estimate of cost for the 100 East State Street Roof Structure and Roof Installation Project. Gordon called for any oral or written comments and there were none. On motion by Ahrenholtz, second by Sloan, the Council closed the Public Hearing.

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

RESOLUTION NO. 2-20

On motion by Jackson, second by Ahrenholtz, the Council approved Resolution No. 2-20, a resolution approving Detailed Plans and Specifications, and Estimate of Cost for the 100 East State Street Roof Structure and Roof Installation Project, and setting date for February 20, 2020 at 2:00 p.m. for Receiving Bid.

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

RESOLUTION NO. 3-20

On motion by Ahrenholtz, second by Wetrich, the Council approved Resolution No. 3-20, a resolution approving Fiscal Year 2021-2023 28E Agreement for Dispatching Services.

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

RESOLUTION NO. 4-20

On motion by Sloan, second by Ahrenholtz, the Council approved Heartland Bank Lease located at 200 East State Street for February 1, 2020 – December 31, 2021 of \$1500.00 a month plus 1/23 of the cost of improvements incurred by the City in preparing the space for rental.

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

On motion by Jackson, second by Wetrich, the Council approved Engineering proposal and scope of service for the survey, design, bidding and construction Airport Runway 14/32 Extension.

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

On motion by Ahrenholtz, second by Wetrich, the Council approved professional services agreement with Bolton and Menk for Phase 1 of City Hall elevator project for a lump sum of \$10,350.00.

AYE: Jackson, Ahrenholtz, Sloan, Wetrich

NAY: None

On motion by Sloan, second by Wetrich, the Council approved setting a Public Hearing for March 24, 2020 at 5:30 p.m. for adoption of Fiscal Year 2020-2021 Budget.

AYE: Ahrenholtz, Sloan, Wetrich, Jackson

NAY: None

On motion by Wetrich, second by Sloan, the Council approved setting a Public Hearing for March 10, 2020 at 5:30 p.m. for Proposed Tax Levy for Fiscal Year 2020-2021 Budget.

AYE: Jackson, Ahrenholtz, Wetrich, Sloan

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council set February 11, 2020 for Budget Workshop.

AYE: Jackson, Wetrich, Sloan, Ahrenholtz

NAY: None

Item J was removed from Agenda.

Item K was removed from Agenda

There being no further business the Council agreed to adjourn.

Matt Gordon, Mayor

Diane M. Kennedy, City Clerk

Contract Number: HF1703T
Amendment Number: 2

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF JEFFERSON

HOUSING SET-ASIDE GRANT PROGRAM
TECHNICAL SERVICES FOR IEDA CONTRACT # 17-HSG-009

The following bolded text amendments are made to Articles 4-and Section 9 of the agreement:

Article 4.0 STATEMENT OF WORK AND SERVICES. The COG shall perform in a satisfactory and proper manner as determined by the City, the work and services contained in the "Jefferson Housing Technical Services Proposal" that was presented to and accepted by the City Council, and is hereby incorporated into this contract.

CIVIL RIGHTS PROVISIONS (EXECUTIVE ORDERS 11246 & 11375). During the performance of this contract, the contractor agrees as follows:

1. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The COG will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The COG will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The COG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the COG's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The COG will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the COG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

OTHER FEDERAL LAWS. By virtue of the Federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable Federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes of 1965; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- C. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
 1. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number

and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- D. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- E. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102, so that all reporting requirements for the City's CDBG may be fulfilled.
- F. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
- G. Lead-safe housing regulations, as applicable, in 24 CFR Part 35 et. al.
- H. Others as applicable.

STATE LAWS. By virtue of the funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable State of Iowa laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Iowa Code Chapter 8A 315-317 and Iowa Administrative Code Chapter 11-117.6 (5) – Recycled Product and Content.
- B. Iowa Civil Rights Act of 1965.

Article 9.0 TERMINATION. Upon written agreement between the City and the COG, this contract may be declared null and void, whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG proportionately for the work completed. In addition to mutual termination, the following shall constitute events of default under this agreement:

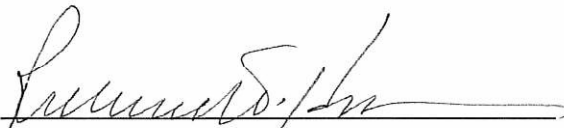
- A. *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of the COG in connection with this agreement or to induce the City to make a grant to the COG shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City is given to the COG.
- B. *Noncompliance.* If there is a failure by the COG to comply with any of the covenants, terms or conditions contained in this agreement.
- C. *Misspending.* If the COG expends grant proceeds for purposes not described in the CDBG application, this agreement, or as authorized by the City.

IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

CITY OF JEFFERSON

REGION XII COG, INC.

Mayor


Richard T. Hunsaker
Executive Director

Date: _____

Date: 1.9.2020

**CITY OF JEFFERSON - REGION XII COG
SUBRECIPIENT AGREEMENT
AMENDMENT #2**

for

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
CONTRACT #17-HSG-009**

The following bolded text amendments are made to Sections 10-and Section 14 the agreement:

Section 10. Federal and State Laws.

Federal Laws. By virtue of the Federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable Federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes of 1965; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- C. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60. **During the performance of this contract, the contractor agrees as follows:**
 1. **The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.**
 2. **The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.**
 3. **The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order**

No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- D. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
1. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- E. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- F. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102. **The COG will provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.**
- G. **The COG will maintain all required records for five years after final payments are made and all other pending matters are closed.** At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
- H. **Lead-safe housing regulations, as applicable, in 24 CFR Part 35 et. al.**
- I. **The requirements of Section 306 of the Clean Air Acts (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738. During the performance of this contract, the COG agrees as follows:**
1. **The COG will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.**
 2. **The COG agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.C 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.**

3. The COG agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
 4. The COG agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.
- J. **Clean Air and Water Acts.** During the performance of this contract, the COG agrees as follows:
1. The COG will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
 2. The COG agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 3. The COG agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
 4. The COG agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.
- K. Others as applicable.

State Laws. By virtue of the funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable State of Iowa laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Iowa Code Chapter 8A 315-317 and Iowa Administrative Code Chapter 11-117.6 (5) – Recycled Product and Content.
- B. Iowa Civil Rights Act of 1965.

Section 14. Termination. Upon written agreement between the City and the COG, this contract may be declared null and void, whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG proportionately for the work completed. **In addition to mutual termination, the following shall constitute events of default under this agreement:**

- A. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of the COG in connection with this agreement or to induce the City to make a grant to the COG shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City is given to the COG.
- B. **Noncompliance.** If there is a failure by the COG to comply with any of the covenants, terms or conditions contained in this agreement.
- C. **Misspending.** If the COG expends grant proceeds for purposes not described in the CDBG application, this agreement, or as authorized by the City.

IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

CITY OF JEFFERSON

Mayor

Date: _____

REGION XII COG, INC.

A handwritten signature in black ink, appearing to read "Richard T. Hunsaker", written over a horizontal line.

Richard T. Hunsaker

Executive Director

Date: 1/21/2020

Contract Number: HF1703A
Amendment Number: 1

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF JEFFERSON

HOUSING SET-ASIDE GRANT PROGRAM
ADMINISTRATIVE SERVICES FOR IEDA CONTRACT # 17-HSG-009

The following bolded text amendments are made to Articles 4-and Section 9 of the agreement:

Article 4.0 STATEMENT OF WORK AND SERVICES. The COG shall perform in a satisfactory and proper manner as determined by the City, the following work and services:

FILES. COG shall assist the City in establishing and maintaining the following files as required by the Iowa Economic Development Authority (IEDA):

- Citizen Participation
- Environmental Review
- Federal Labor Standards
- Equal Opportunity/Affirmative Action
- Procurement Standards and Invitation for Bids
- Rehabilitation
- Financial Management
- Performance

All material used in establishing and maintaining the files shall be furnished by the City. COG shall review each file at least monthly and COG shall assist the City staff in insuring appropriate information is contained in the offices of each. The files shall be located in the City of Manning City Hall, and will remain the property of the City.

PROGRAM OPERATION. The COG will assist the City with rehabilitation of a minimum of five (5) properties in accordance with the City's contract with IEDA.

FINANCIAL MANAGEMENT. The COG shall complete reimbursement requests and obtain appropriate signatures from the City officials. The City shall submit the requests to IEDA.

PERFORMANCE REPORTS. The COG shall prepare the required performance reports and submit the same to the City Designee for acceptance by the City. The COG will provide information as necessary and requested by IEDA for the purpose of fulfilling all reporting requirements related to the grant.

FEDERAL REQUIREMENTS. The COG shall assist the City in meeting the requirements of the following laws, rules, and regulations:

1. National Environmental Policy Act of 1969.
2. Federal Management Circulars 74-4 and 74-7 as they relate to the application, acceptance, and use of federal funds.
3. Executive Order #11988, relating to flood hazards.
4. Title VI of the Civil Rights Act of 1964.
5. Section 109 of the Housing and Community Development Act of 1974, as amended.
6. The Age Discrimination Act of 1975, as amended.
7. Section 504 of the Rehabilitation Act of 1973, as amended.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended.
9. Title VIII of the Civil Rights Act of 1968, as amended.
10. Executive Order #11063, relating to fair housing.
11. The Davis-Bacon Act.
12. The Copeland "Anti-Kickback" Act.
13. Contract Work Hours and Safety Standards Act.
14. The Department of Defense Authorization Act of 1986.
15. OMB Circular No. A-102.
16. Lead Based Paint Hazard Elimination Final Rule.
17. Lead Based Paint Poisoning Prevention Act.
18. Americans with Disabilities Act (PL 101-336, 42 USC 12101-12213).

CIVIL RIGHTS PROVISIONS (EXECUTIVE ORDERS 11246 & 11375). During the performance of this contract, the contractor agrees as follows:

1. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The COG will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The COG will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The COG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the COG's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The COG will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the COG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

OTHER FEDERAL LAWS. By virtue of the Federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable Federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes of 1965; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- C. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
 1. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- D. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- E. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102, so that all reporting requirements for the City's CDBG may be fulfilled.
- F. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
- G. Lead-safe housing regulations, as applicable, in 24 CFR Part 35 et. al.
- H. Others as applicable.

STATE LAWS. By virtue of the funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable State of Iowa laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Iowa Code Chapter 8A 315-317 and Iowa Administrative Code Chapter 11-117.6 (5) – Recycled Product and Content.
- B. Iowa Civil Rights Act of 1965.

Article 9.0 TERMINATION. Upon written agreement between the City and the COG, this contract may be declared null and void, whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG proportionately for the work completed. In addition to mutual termination, the following shall constitute events of default under this agreement:

- A. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of the COG in connection with this agreement or to induce the City to make a grant to the COG shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City is given to the COG.
- B. **Noncompliance.** If there is a failure by the COG to comply with any of the covenants, terms or conditions contained in this agreement.
- C. **Misspending.** If the COG expends grant proceeds for purposes not described in the CDBG application, this agreement, or as authorized by the City.

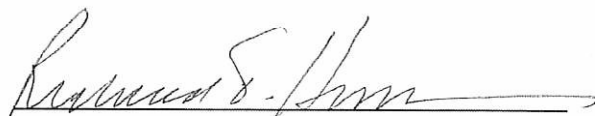
IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

CITY OF JEFFERSON

REGION XII COG, INC.

Mayor

Date: _____



Richard T. Hunsaker
Executive Director

Date: 1.9.2020

Jefferson Public Library

**Meeting of the Board of Trustees
February 3, 2020 5:30 PM
Library Basement Meeting Room**

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. New Business
 - 1. Approve the grant application to Grow Greene County
 - 2. Decide whether we want to contribute any money from the money we invested to paying for the feasibility study should we get the grant.
 - 3. Revised FY21 Budget
- IV. Next Meeting – February 10 at 6:30 p.m.
- V. Adjournment

Jefferson Public Library

Meeting of the Board of Trustees
February 10, 2020 6:30 PM
Library Basement Meeting Room

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting (January 13) and Special Board Meeting (February 3)
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Report
 - B. Year-to-Date Monthly Financial Reports
 - C. Project updates: building repairs
- VI. Old Business
 - A. FY21 Budget
 - B. Grant applications: feasibility study, computers, newspaper archives
- VII. New Business
 - A.
- VIII. Next Meeting – March 9 at 6:30 p.m.
- IX. Adjournment