# **AGENDA**

# COUNCIL MEETING Tuesday, January 12, 2021 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. 12/8/20 regular Council minutes and 12/18/20 Special meeting
- B. Hire Melody Larson \$20 per hour for temporary accounting services.
- C. Adjust sewer charges by \$364.28 at 403 W. State Street.
- D. Pay estimate #6 to Caliber Construction for \$4,104 for Shared Use Path.
- E. Casey's #1617, Class E Liquor License
- F. Approval of monthly bills.

#### IV. NEW BUSINESS:

- A. Public hearing on the sale of property at 204 E. McKinley St.
- B. Consider resolution approving real estate purchase and sale agreement for property at 204 E. McKinley St.
- C. Resolution to set public hearing date for maximum property levy.
- D. Committee appointments.
- E. Consider approval of agreement Molly Myers Naumann for consulting services to amend historic district to include building in the 200 block of North Wilson Street.
- F. Consider approval to purchase computer server for general government and utilities.
- G. Approval of video service for City Council meetings with Sebourn Video Services LLC.
- H. Consider approval for Jefferson Fire Department to apply for a Department of Homeland Security grant for a generator.
- Resolution to set public hearings for General Obligation Urban Renewal & Refunding Bonds Series 2021.
- J. Consider approval of addendum to Piper/Sandler agreement for Bond Series 2021
- K. Discussion with Tim Oswald of Piper/Sadler regarding financing of Capital Improvement Projects.
- L. Presentation by The Disc Golf for Daubendiek Park Committee.

#### V. REPORTS:

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

#### VI. ADJOURN.

#### COUNCIL MEETING

#### December 8, 2020

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Meeting was held at City Hall with Mayor Gordon and Councilman Ahrenholtz, Sloan, and Zmolek present. Also present was Councilman Wetrich and Jackson via invite on electronic Zoom application. This was necessary due to the State of Iowa Governor issuing a State Public Disaster Emergency Proclamation. The Disaster Emergency was due to the 2019 Novel Coronavirus.

During open forum Don Orris expressed his concerns with bids being high, materials up 70% for animal shelter facility and asked for council input.

On motion by Sloan, second by Zmolek, the Council approved the following consent agenda: November 24, 2020 Council Minutes, approval of Peony Chinese Restaurant, Special Class C Liquor License, Hy-Vee Inc., Class E Liquor License, approval of pay estimate #5 to Caliber Construction LLC in the amount of \$213,226.33 for shared use path project, approval to waive the regular Council Meeting on December 22, 2020 and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

#### **ORDINANCE NO. 601**

On motion by Ahrenholtz, second by Zmolek, the Council approved the third reading and final adoption of an ordinance amending The Code of Ordinances of the City of Jefferson, Iowa, 2017, by amending provisions pertaining to collection fees for solid waste.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

#### **RESOLUTION NO. 70-20**

On motion by Sloan, second by Zmolek, the Council approved Resolution No. 70-20, a resolution approving collective bargaining agreement (2021-2026).

AYE: Sloan, Wetrich, Zmolek, Ahrenholtz, Jackson

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved of hiring Marty Murphy for Water Superintendent at a salary of \$62,000/yr effective December 29, 2020.

AYE: Zmolek, Ahrenholtz, Sloan, Jackson, Wetrich

NAY: None

Michael Palmer, City Administrator recognized Tom Schilling, current City of Jefferson Water Superintendent for 20 years of service with the City of Jefferson. Tom will retire from the City of Jefferson on December 30, 2020.

On motion by Ahrenholtz, second by Wetrich, the Council approved the engagement letter with Piper Sandler & Co for upcoming issuance of bonds and refinancing of current bonds.

AYE: Zmolek, Jackson, Wetrich, Sloan, Ahrenholtz

NAY: None

#### **RESOLUTION NO. 71-20**

On motion by Ahrenholtz, second by Zmolek, the Council approved Resolution No. 71-20, a resolution approving submittal of Five-Year Improvement Program for Jefferson Municipal Airport.

AYE: Jackson, Sloan, Wetrich, Ahrenholtz, Zmolek

NAY: None

On motion by Sloan, second by Zmolek, the Council approved Wellmark Health Insurance effective January 1, 2021.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

#### **RESOLUTION NO. 72-20**

On motion by Sloan, second by Ahrenholtz, the Council approved Resolution No. 72-20, a resolution proposing sale of property of property located at 204 East McKinley Street and setting public hearing date for January 12, 2021 at 5:30 p.m.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Ahrenholtz, second by Zmolek, the Council approved of professional services with Bolton and Menk for Interim Water Treatment Plant Operator services. Not to exceed \$57,800.00.

AYE: Wetrich, Sloan, Jackson, Zmolek, Ahrenholtz

NAY: None

#### **RESOLUTION NO. 73-20**

On motion by Zmolek, second by Sloan, the Council approved Resolution No. 73-20, a resolution accepting completed construction and approving final payment for 100 East Street roof installation project.

AYE: Jackson, Zmolek, Sloan, Ahrenholtz, Wetrich

NAY: None

Michael Palmer, City Administrator recognized Attorney Robert A. Schwarzkopf for 29 years as City Attorney for the City of Jefferson, Mr. Schwarzkopf will be retiring on December 31, 2020.

The following bills were approved for payment with City funds:

ABC PEST CONTROL	GCRSE PEST CNTROL	245.00
ACCESS SYSTEMS INC	RN CPIER LSE	579.43
ACCESS SYSTEMS LEASING	LB CPIER LSE	976.02
ACCO UNLIMITED CORP	WA CHEM	2,494.00
ACUSHNET COMPANY	GCRSE MERCH	320.54
AFLAC	AFLAC INS W/H	72.47
AFSCME/IOWA COUNCIL 61	UNION DUES	112.95
AG SOURCE COOP SERV	WA TSTG	1,141.00
ALEX AIR APPARATUS INC	JFD COVERALL	209.89
ALLIANT ENERGY	UTILITIES	25,413.63
BAKER & TAYLOR INC.	LB MOVIES	1,564.43
<b>BOLTON &amp; MENK INC</b>	AP GR CO RD 243RDST	32,333.50
BOMGAARS	SUPP	1,127.47
BROWN SUPPLY COMPANY	WA ASSEMBLY	4,092.23
C&D MASONRY INC	205 N WILSON BLDG	64,070.00
CALIBER CONCRETE LLC	ARCH ALLEY FINAL #2	111,643.88
CARROLL COUNTY SOLID WASTE	RC-MRKT FEES	2,060.10
CENTRAL IOWA SYSTEMS	PL MONITOR SERV	794.92

#### SPECIAL COUNCIL MEETING

# December 18, 2020

1:00 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Meeting was held at City Hall with Mayor Gordon and Councilman Ahrenholtz, Sloan, and Zmolek present. Also present was Councilman Wetrich and Jackson via invite on electronic Zoom application. This was necessary due to the State of Iowa Governor issuing a State Public Disaster Emergency Proclamation. The Disaster Emergency was due to the 2019 Novel Coronavirus.

On motion by Sloan, second by Ahrenholtz, the Council approved hiring Sarah Morlan for Accounting Clerk/Administrative Assistant at a salary of \$40,000.00/yr effective January 4, 2021.

AYE: Zmolek, Sloan, Jackson, Ahrenholtz, Wetrich

NAY: None

On motion by Zmolek, second by Ahrenholtz, the Council approved of the upgrade for Jefferson Water Treatment Plant for programmable logic controllers from Automatic Systems Co. not to exceed \$90,000.00.

AYE: Sloan, Jackson, Wetrich, Zmolek, Ahrenholtz

NAY: None

On motion by Ahrenholtz, second by Wetrich, the Council approved a five year contract with Axon Enterprise. Inc. for additional tasers for the Jefferson Police Department in the amount of \$2,880.00 per year.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

Roxanne Gorsuch, City Clerk

Council reviewed video services from Sebourn Video Services, LLC.

There being no further business the Council agreed to adjourn at 1:25 p.m.

Matt Gordon, Mayor
** <b>*</b> *

CONTRACTOR'S PAY REQUEST	DISTRIBUTION:
Jefferson Shared Use Path Improvements	CONTRACTOR (1)
City of Jefferson, lowa	OWNER (1)
BMI PROJECT NO. A14.119874	ENGINEER (1)
	BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$954,755.79
TOTAL, COMPLETED WORK TO DATE	\$646,030.34
RETAINED PERCENTAGE ( 5% )	\$32,301.52
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$613,728.82
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$609,624.82
PAY CONTRACTOR AS ESTIMATE NO. 6 12/28/2020	\$4,104.00
Certificate for Partial Payment  I hereby certify that, to the best of my knowledge and belief, all items quantities prices of work and material shown on this Estimate are correct and that all work been performed in full accordance with the terms and conditions of the Contract this project between the Owner and the undersigned Contractor, and as amende any authorized changes, and that the foregoing is a true and correct statement of contract amount for the period covered by this Estimate.	has for d by
Contractor: CALIBER CONCRETE LLC 309 AUDUBON STREET ADAIR, IOWA 50002	Coanne
Name	Title
Date 1-5-2071	
CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:	
ENGINEER: BOLTON & MENK, INC., ENGINEERS, 300 WEST MCKINLEY STREET, PO BOX	68, JEFFERSON, IA 50129
By James D. Leiding, P.E.	CT ENGINEER
Date 1/6/2021	
APPROVED FOR PAYMENT:	
OWNER:	
By Mayor	
Matt Gordon Title	Date
And City Clerk	
Aitu	

#### REAL ESTATE PURCHASE AND SALE AGREEMENT

This real estate purchase and sale agreement is dated \_\_\_\_\_\_\_, and is between the City of Jefferson, of 220 N. Chestnut St., Jefferson, IA 50129 (the "Seller"), and James L. Hagar and Heather M. Hagar, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, of 208 E. McKinley St., Jefferson, IA 50129 (the "Buyers").

The parties agree as follows:

1. Purchase and Sale, the Property. Seller agrees to sell to Buyers and Buyers agree to purchase from Seller the following described real estate:

The West One-third of Outlot 4 in Manning's Addition to Jefferson, and all South of the Railroad of the East 63 feet of the West 233 feet, Block 14, Gray's Addition to Jefferson, Greene County, Iowa;

together with all easements and servient estates appurtenant thereto and all improvements situated thereon, subject to easements for public utilities and streets, subject to zoning restrictions, and subject to such other easements, covenants, restrictions, and reservations as Buyers may approve, all of which is referred to as the "Property."

- 2. **Purchase Price.** Buyers agree to pay for the Property the total sum of \$2,000.00 (the "Purchase Price"), which shall be paid as follows:
- (a) An earnest deposit in the amount of \$500.00 has been paid to Wilcox Law Firm, of Jefferson, Iowa, as escrow agent, to hold in trust pending closing, at which time it shall be applied to the Purchase Price and paid to Seller; and
- (b) The balance of the Purchase Price, subject to any adjustments required under this agreement, shall be paid at the time of closing to Wilcox Law Firm, of Jefferson, Iowa, as settlement agent for Seller and Buyers.
- 3. **Tax Proration.** The Property is currently exempt from property tax and therefore no proration adjustment for taxes will be made at closing. Buyers shall be responsible for any taxes or special assessments levied after closing.
- 4. **Abstract.** Seller agrees to deliver to Buyers for their examination an abstract of title covering the above described real estate continued to the date of this agreement and showing marketable title in Seller in accordance with Iowa Title Standards, subject only to the matters permitted by this agreement. Upon receipt of the continued abstract Buyers shall have 14 days within which to notify Seller in writing of any objections to title. If no written objections are made within this time then title shall be deemed approved for all purposes under this agreement. Seller will make reasonable efforts to cure any title exceptions caused by its acts or omissions but will not be obligated to cure any other exceptions.
- 5. Condition of Property. The Property is being sold by Seller to Buyers in "AS IS WHERE IS" condition and with all faults, and except as otherwise expressly set forth in this

agreement Seller makes no representations or warranties with respect to the condition of the Property.

- 6. Closing. (a) Closing shall be held at the offices of Wilcox Law Firm, or at such other place as may be mutually agreed upon by Seller and Buyers, as soon as can practicably be done after Seller's abstracting requirements under this agreement have been fulfilled.
- (b) At closing Seller shall deliver to Buyer, in addition to any other items required under this agreement, the following: (i) a quitclaim deed conveying marketable title to the Property to Buyers, free and clear of all liens, charges and encumbrances, except taxes and assessments required to be paid by Buyers under this agreement, easements for public utilities and streets, and such other easements, covenants, restrictions, and reservations as Buyers may approve, (ii) a closing statement, executed by Seller, and (iii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Seller.
- (c) At closing Buyers shall deliver to Sellers, in addition to any other items required under this agreement, the following: (i) the unpaid balance of the Purchase Price, plus any closing adjustments in favor of Seller, minus any closing adjustments in favor of Buyers, (ii) a closing statement, duly executed by Buyers, and (ii) such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this agreement, each executed and acknowledged as applicable by Buyers.
- (d) Possession of the Property shall be delivered by Seller to Buyers upon the completion of closing.
- 7. **No Broker or Commission.** Seller and Buyers represent and warrant to each other that they have not used the services of any real estate broker, salesperson or any other person to whom a commission or fee will be due as a result of this transaction. Seller and Buyers agree to indemnify and hold each other harmless from any claim by any person or entity for a commission or a fee as a result of this transaction.
- Remedies. If Buyers fail to perform this agreement in any respect, time being of the essence, then Seller may forfeit this agreement as provided by Chapter 656 of the Iowa Code in which event all payments made and improvements made on the Property shall be forfeited, declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this agreement, or seek such other relief as may be provided by law or equity. If Seller fails to perform its obligations under this agreement, Buyers may (a) terminate this agreement and have all payments returned to them, or (b) seek such other relief as may be provided by law or equity. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27 of the Iowa Code. In any action or proceeding relating to this agreement the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.
- 9. **Notices.** Any notice to either party that may be required hereunder or which either party is permitted or may desire to give to the other party must be in writing and may be given by personal delivery, by reputable overnight courier, or by registered or certified mail, return receipt

# **Committee Appointments 2021**

# Matt Wetrich

Park & Rec

Golf course

Recycling

Grow Greene County Gaming Corporation

Bell Tower Foundation

# Dave Sloan:

Streets

Chamber/Jefferson Main Street

Hwy 30

Animal shelter

Downtown buildings

# Pat Zmolek:

Mayor Pro-tem

PD Committee

LEC Entity

Finance Committee

Downtown buildings

# Harry Ahrenholtz:

Wage and benefit.

Housing

**GCDC** 

Finance

Public works

# Darren Jackson:

Park and rec board

Housing

Library

Cemetery

Animal control

# Matt Gordon:

PD committee

Fire department

LEC entity

Animal control

Hotel/Motel

Finance

#### **AGREEMENT OF PARTIES**

This agreement is entered into this	day of December, 2020, by and between the City
of Jefferson, hereinafter referred to as t	he City, and Molly Myers Naumann, hereinafter
referred to as Consultant.	

It is mutually agreed as follows:

#### 1. PROJECT DESCIPTION:

The consultant will prepare an amendment to the Jefferson Square Commercial Historic District nomination to the National Register of Historic Places, adding four city-owned buildings in the 200 block of N Wilson, Jefferson, Iowa as contributing resources. This work will be in conjunction with the addition of the Centennial Block, 200 E State as a contributing resource. The consultant's services include: any additional research, and the preparation of text, maps, and photographs for the four buildings. The Consultant will present the amended nomination to the State National Register Committee (SNRC) and will follow any recommendations from the committee. The consultant will prepare the final (archival quality) documents for submission to the National Park Service in Washington, D.C.

All work will be in compliance with the Secretary of the Interior's Standards for Registration (pp 44726-44728 of the Federal Register, 29 September 1982) and with National Register Bulletin 16.

#### CONTRACT FEE:

The City will pay the Consultant an amount not to exceed \$500 for services and expense reimbursement. The Consultant will be paid at a rate of \$70.00 per hour. At the conclusion of the project the Consultant will submit an invoice for services, and reimbursable expenses. Reimbursable expenses include: mileage, lodging. Mileage will be paid at a rate of \$.575 per mile.

#### 3. TERMS AND CONDITIONS:

The terms and conditions of this Agreement may be altered, or terminated, by mutual agreement and must be documented in writing.

Nothing in this Agreement is intended to create, nor shall be construed as creating, an employment relationship between the City and the Consultant. In the performance of this contract Naumann is acting as an independent contractor, and bears sole responsibility for payment of federal, state, and local taxes on the contract fee.

Molly Myers Naumann, Consultant	City of Jefferson	

#### Mike Palmer

From:

Adam Schweers <adam@computerconceptsia.com>

Sent:

Thursday, December 31, 2020 11:26 AM

To:

Mike Palmer; Roxanne

Subject:

RE: Server replacement

Importance:

High

Good morning,

I have confirmed with Tyler Tech that the onsite locally installed version of their software requires Active Directory Domain and 2019 Server Standard.

A Server to properly meet hardware requirements and your data needs is as follows:

#### **Dell Power Edge T340 Server**

Single Xeon E3 3.3GHz 4 Core/4Turbo CPU

64GB RAM

(4) 900GB SAS Hot Plug Hard Drives in RAID 10 (1.8TB storage)

**DVR-ROM** 

Perc H730Raid Controller

**Dual Hot-Plug Redundant Power Supply** 

Windows Server 2019 Standard OS w/ 5 User CAL's

iDRAC Manager

5 Years Pro Support Warranty

The cost for this server configuration is \$5700 and labor to migrate data and install is estimated at \$4000.

#### Total project cost of \$9700.

I believe through your support contract with Tyler Tech they provide migration assistance and all the software necessary to make this transition. Our staff will work with their staff with the new server in our lab head of install so that when we go to cut over there should be very little down time for you at the office.

Please let me know if I have approval to proceed with ordering the equipment and moving forward with this project in 2021.

Appreciate it and Happy New Year.

Adam

From: Adam Schweers <adam@computerconceptsia.com>

Sent: Tuesday, December 29, 2020 4:38 PM

To: Mike Palmer <michaelp@cityofjeffersoniowa.org>; Roxanne <roxanneg@cityofjeffersoniowa.org>

Subject: Server replacement

Good afternoon.

After today's server downtime and scare I have set in motion the process of updating pricing for hardware and software.

I have a support case open with Tyler Tech to quiz them on any changes in server requirements and have resurrected the recon around labor, process and such done by us last year in September as I looked to get you quotes on everything.

With any luck I will connect with a tech tomorrow and then I can register a new deal if necessary to get as competitive pricing as possible.

I just wanted you aware I was in communication with Jeff and Ryan today and that I am working to get you some numbers.

Thank you,

#### **Adam Schweers**

Business Development Manager
Computer Concepts of Iowa an ICE Technologies Company
712-792-3565 xt 110 - Office
712-790-6283 - Cell
adam@computerconceptsia.com
aschweers@icetechnologies.com



"The best way to predict the future is to create it"

#### Mayor Gordon,

It has been a pleasure to capture your bi-monthly City Council Meetings these past 6 months. When I was asked to provide a proposal, it was for filming the meetings with 2 cameras and editing them and putting the videos on Jefferson Telecom and YouTube. My proposed fee per meeting was set to \$120 per meeting. On the day that the Council voted on SVS' video production, the Council asked for us to also provide a livestream to Facebook Live without any additional payment. Since this agreement was set for six months with review of a renewal thereafter, we agreed to use our iPhone for the live stream. During this six months, we have seen huge benefits of our services to the Public and changes made to provide a better experience for the Facebook Live Stream and the final product on Jefferson Telecom. Here is what changed from the original bid to today.

- 1) LiveStream had audio issues as folks couldn't hear everyone talk when I used my iPhone as the room audio was what the stream was receiving. With direction from Council, I brought my Laptop and live stream equipment in and now what the Public is watching and listening to is a video feed coming from my 1 camera and the audio feed is from the Mics that speakers are using. This resolved the audio issue as well as provided a better video quality to the Live feed.
- 2) When editing for Jefferson Telecom, there were only 2 camera angles being used in the final product. The camera facing the camera was unable to see some members speak as when they would talk, at the camera angle, would be behind another person. This was a disservice to the purpose of filming as the Public wanted to see who's talking. With discussion with Mayor Gordon, I brought in 2 additional cameras to the two wings of the table set-up. This has provided me an ability to show everyone who's speaking and another angle for the viewers to see to keep engaged in the meetings as well.
- 3) Of recent, with the Council going back to Zoom, I was asked to setup the City's laptop & projector system to make sure it's working for each meeting. This is a new responsibility that I was able to do. This last meeting, I was able to stream the same video angle & audio to Facebook Live & Zoom at the same time. With Zoom being a part of the meeting, this is also considered another video angle that must be edited into the final video sent to Jefferson Telecom, which also is added time into the edit.

With many of these changes and now that we at Sebourn Video Services have had experience in filming your meetings, from setup to takedown and editing, we are now prepared to offer you a renewal price for the 2021 City Council year. **We propose \$200 per meeting**. If you would like us to continue to be responsible for setting up the meeting with Zoom under Mayor Gordon's account, that would be an additional **\$20/meeting**. Some have asked if we can stream to both Facebook Live & YouTube Live simultaneously, and that can be done at a current rate of **\$10/meeting** (which is subject to change anytime due to this is the actual cost through a service/app which has their own rights to change pricing anytime).

In closing, we want to thank the City Council for your investment into Jefferson & Greene County's only Videography Business. Our services for filming has been a huge benefit to the Public to show the City's transparency in Government issues. As you may know, we as a business survive on support from local businesses and organizations and the locals in the County. We then return the support we receive by choosing local first.

Kind Regards, Sean Sebourn Sebourn Video Services, LLC

# The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2020 Assistance to Firefighters Grant (AFG) Program

NOTE: If you are going to apply for this funding opportunity and have <u>not</u> obtained a Data Universal Numbering System (DUNS) number and/or <u>are not</u> currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <a href="http://www.grants.gov/web/grants/register.html">http://www.grants.gov/web/grants/register.html</a>. Detailed information regarding DUNS and SAM is also provided in <a href="http://www.grants.gov/web/grants/register.html">Section D - Application and Submission Information</a> of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

# A. Program Description

1. Issued By

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

- 2. Assistance Listings (formerly Catalog of Federal Domestic Assistance Number)
  97.044
- 3. Assistance Listings Title (formerly CFDA Title)
  Assistance to Firefighters Grant (AFG)
- 4. Funding Opportunity Title

FY 2020 Assistance to Firefighters Grant

5. Funding Opportunity Number DHS-20-GPD-044-00-98

6. Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229) <a href="https://www.govinfo.gov/content/pkg/USCODE-2018-title15/pdf/USCODE-2018-title15-chap49-sec2229.pdf">https://www.govinfo.gov/content/pkg/USCODE-2018-title15-chap49-sec2229.pdf</a>

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93) <a href="https://www.govinfo.gov/content/pkg/PLAW-116publ93/pdf/PLAW-116publ93.pdf">https://www.govinfo.gov/content/pkg/PLAW-116publ93/pdf/PLAW-116publ93.pdf</a>

8. Announcement Type

Initial

#### 10. Performance Metrics

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the AFG Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who
  equipped 100 percent of on-duty active members with PPE in compliance with
  applicable National Fire Protection Association (NFPA) and Occupational Safety and
  Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program modifications to facilities recipients who reported that
  the grant award brought them into compliance with either state, local, NFPA, or
  OSHA standards on housing and readiness posture.

# B. Federal Award Information

1. Available Funding for the NOFO:

\$319,500,000.001

2. Projected number of Awards:

2,000

<sup>&</sup>lt;sup>1</sup> Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act*, 2020, Pub. L. No. 116-93. In this FY 2020 AFG NOFO, percentages of "available grant funds" refers to the total amount appropriated—\$355,000,000—by Pub. L. No. 116-93 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. \$35,500,000 will be allocated to FP&S for FY 2020.

- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.
- c. <u>State Fire Training Academies</u>: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.<sup>2</sup> Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division, or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

# 2. Eligible Activities

The FY 2020 AFG Program has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities.

# 3. Other Eligibility Criteria

#### a. National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the termination of the two-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

**Note**: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

# b. National Incident Management System (NIMS) Implementation

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN number is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization. All of the following are considerations in pre-scoring and peer review determinations:

Priority	Urban Communities	Suburban Communities	Rural Communities
	Aerial	<ul> <li>Aerial</li> </ul>	Aerial
Ambulance	<ul> <li>Ambulance</li> </ul>	Ambulance	
	Pumper	• Pumper	Brush/Attack
H	Rescue Vehicle Light,     Medium, or Heavy	<ul><li>Tanker/Tender</li><li>Rescue Vehicle Light,</li></ul>	Pumper     Tanker/Tender
<ul> <li>Non-Transport EMS         (Community         Paramedic/Healthcare)</li> <li>Quint</li> </ul>	Medium or Heavy	Non-Transport EMS	
	Non-Transport EMS     (Community	(Community Paramedic/Healthcare)	
	Paramedic/Healthcare)	• Quint	
	Brush Type III or	• Quint	
	larger	Brush	

RESOL	LUTION	NO.	

Resolution setting date for hearings on General Obligation Loan Agreements in total amount not to exceed \$6,500,000

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City of Jefferson, in Greene County, State of Iowa (the "City"), proposes to enter into a loan agreement (the "General Obligation Refunding Loan Agreement") in a principal amount not to exceed \$4,000,000 for the purpose of refunding the outstanding balances of the City's General Obligation Urban Renewal Corporate Purpose Bonds, Series 2012; General Obligation Urban Renewal Corporate Purpose Bonds, Series 2015A and General Obligation Reimbursement Bonds, Series 2015B, and it is necessary to fix a date of meeting of the City Council at which it is proposed to hold a hearing and take action to enter into the General Obligation Refunding Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City also proposes to enter into a loan agreement (the "Taxable General Obligation Urban Renewal Loan Agreement") in a principal amount not to exceed \$2,500,000 for the purpose of financing an urban renewal project in the Jefferson Urban Renewal Area consisting of improvements to downtown commercial buildings, and, in lieu of calling an election thereon, the City desires to institute proceedings to enter into the Taxable General Obligation Urban Renewal Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Section 384.26 of the Code of Iowa;

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

Section 1. The City Council shall meet on January 26, 2021, at the City Hall, Jefferson, Iowa, at \_\_\_\_\_ p.m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the General Obligation Refunding Loan Agreement and the Taxable General Obligation Urban Renewal Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the General Obligation Refunding Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than 4 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:



# General Obligation Urban Renewal & Refunding Bonds Series 2021

	Timetable	
<u>Date</u> 12/3/20 TBA	Event Preliminary bonding information circulated Due Diligence call between with members of Finance team	Responsible Party PSC Issuer/PSC/DC
1/5/21 1/12/21	Resolution setting date and time for public hearing delivered to Issuer  COUNCIL MEETING  Resolution setting date and time for public hearing adopted	BC Issuer
1/11/21 1/14/21	Notice of Hearing due to newspaper Hearing notice published in newspaper	Issuer Issuer
1/21/21 1/26/21	Resolution holding hearing delivered to Issuer  COUNCIL MEETING  Public Hearing held; resolution instituting proceedings adopted  Resolution authorizing Mayor and Clerk to sign bond purchase agreement  Resolution authorizing call of prior bonds (after bonds are sold) adopted	Issuer Issuer Issuer
<b>2/2/21</b> 2/2/21	BANK PROPOSALS DUE – ACCEPTED BY CITY  Notice of call filed with bondholders	Issuer/UMB
2/3/21 2/5/21 2/8/21 2/11/21	Draft bond resolution sent to bank counsel for review Comments on bond resolution due to Dorsey from bank Draft closing documents sent to bank counsel for review Comments on closing documents due to Dorsey from bank	BC All BC All
2/5/21 <mark>2/9/21</mark>	Resolution authorizing issuance delivered to Issuer  COUNCIL MEETING  Resolution authorizing issuance of Bonds	BC BC/Issuer
2/25/21	Closing Date	All
3/2/21	Prior Bonds called	UMB

Piper Sandler is providing the information contained in this document for discussion purposes in anticipation of serving as a placement agent to you as the issuer of municipal securities (the "Issuer"). In this capacity, Piper will be acting solely as a principal in a commercial, arm's length transaction and not as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity regardless of whether it or an affiliate has or is currently acting in this capacity on a separate transaction. The information provided herein is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. We encourage the Issuer to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate.

PIPER SANDLER

# PIPER | SANDLER

# **MEMO**

DATE:

FROM:

Tim Oswald

TO:

RE:

Continuing Disclosure Obligation

The City and Piper Sandler have a continuing disclosure dissemination agent agreement in place covering our actions providing continuing disclosure dissemination services to the City. The agreement allows for amendment from time to time by incorporation of an addendum. Attached please find an addendum to the agreement that incorporates the proposed bonds for 2021.

# Addendum to Agreement to Serve as Dissemination Agent for Secondary Market Disclosure

November 11, 2021

City of Jefferson, Iowa 220 N. Chestnut Street Jefferson, IA 50129

Re:

Agreement to Serve as Dissemination Agent for Secondary Market Disclosure, dated November 11, 2014 (the "Dissemination Agreement") between Piper Sandler & Co. ("Piper") and City of Jefferson, lowa (the "Obligated Party" or the "Issuer")

Pursuant to the Agreement, Piper agreed to provide certain secondary market disclosure dissemination services to the Obligated Party with respect one or more contractual undertakings of the Obligated Party to disseminate certain continuing operating and financial information and notices of certain enumerated events to the MSRB. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

Name of Issue	Date of Undertaking
General Obligation Bonds 2015A	6/29/2015
General Obligation Bonds 2015B	6/29/2015
General Obligation Bonds 2019	7/16/2019
General Obligation & Urban Renewal Bonds 2021	Approx. 2/1/2021

A copy of the Undertaking is in the final transcript with respect to the Bonds.

Insert changes in agreement here

The Fees section of the Dissemination Agreement is amended in its entirety to read as follows:

The Obligated Party agrees to pay Piper a fee for annual report filing equal to \$1,500 per year per class of security outstanding and subject to the Rule. In addition, in the event that you notify us of a material event, a filing fee of \$250 per event shall be charged. This fee will be payable at the time of the submission of the Obligated Party's annual information to the MSRB. Piper has sole discretion to increase the annual fee for any succeeding year after the dissemination for the prior year has been made and fees for that year have been paid.

The parties hereto agree that this letter amendment amends the Dissemination Agreement and is fully incorporated therein in all its terms.

Entered into on behalf of Piper by				
Loty Soud	Date:	_		
Managing Director				
Entered into on behalf of Obligated Party by				
	Date:			
Name of Obligated Party				

# Joyce Richardson

From:

Director < director@gcccjefferson.com>

Sent:

Tuesday, January 5, 2021 2:37 PM

To:

Joyce Richardson

Cc:

Assistant Director; Mike Palmer

Subject:

Disc Golf

The Disc Golf for Daubendiek Park Committee would like be on the agenda to address the City Council at the next Council meeting. Steve Kohl, Dan Rohner, Nathan Kral and myself would like to inform and obtain the Council's blessing to fund raise money for the construction of an 18 hole disc golf course at Daubendiek Park.

We will present a description and cost estimate of the project for the Mayor and Council Members.

Thanks,

Dennis Hammen, Director Greene County Community Center/Jefferson Parks and Rec 204 W. Harrison St Jefferson, IA 50129

515-386-3412

# **Jefferson Public Library**

Meeting of the Board of Trustees Monday, January 11, 2021 6:30 PM Location: Virtual

NOTICE TO THE PUBLIC: This meeting is open to the public. Due to the corona-virus, this meeting will be a held as a virtual Zoom video conference. The link to the meeting is below.

Join Zoom Meeting

https://us02web.zoom.us/j/83524953153?pwd=RjRaVWt2REd0eUJyd1VVR0xlMGwxZz09

Meeting ID: 835 2495 3153

Passcode: 678695

I.

# **AGENDA**

- 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
- IV. Approval of Expenditures

Call to Order

- V. Director's Report
  - A. Monthly Circulation & Usage Reports
  - B. Year-to-Date Monthly Financial Reports
  - C. Project Updates: winter programming, digital archives
- VI. Old Business
  - A. Limited services during pandemic
  - B. FY22 Budget proposals City and County
  - C. Trustee training
  - D. Planning for the future; feasibility study
- VII. New Business
  - A. Library credit card
  - B. Building repairs
- VIII. Next Meeting Monday, February 8 at 6:30 p.m.
- IX. Adjournment