### **AGENDA**

# COUNCIL MEETING Tuesday, June 28, 2022 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. Limit of 3-5 minutes per speaker.

#### III. CONSENT ITEMS:

- A. 6/14/22 regular Council minutes.
- B. Hire Wade Adcock at Jefferson Community Golf Course at \$9.00 per hour.
- C. Fireworks permit for Roger Neilson at 102-104 West McKinley Street for June 29 and July 4, 2022.

#### IV. NEW BUSINESS:

- A. Public hearing for plans and specifications for Russell Street water main improvement project.
- B. Consider approval of resolution for plans and specifications for Russell Street water main improvement project.
- C. Public hearing for plans and specifications for City Hall Entrance improvement project.
- D. Consider approval of resolution for plans and specifications for City Hall Entrance improvement project.
- E. Public hearing on Status of Funded Activities for 200 East State Street project.
- F. Consider approval of resolution on Status of Funded Activities for 200 East State Street project
- G. Consider approval of resolution for airport improvement funding grant of \$152,730 for 100 X 100 foot hangar.
- H. Consider approval of resolution in support of workforce housing tax incentive application to be submitted to the Iowa Economic Development Authority (IEDA) by Rowland Real Estate, LLC for a housing project in Jefferson, Iowa
- I. Consider approval of Plat of survey at 904 West Washington St, conveying 20 feet of property to lot 12 of Block 9.
- J. Consider approval of resolution waiving right to review plat of survey for property located at Section 33, T83N, R30W, 1295 Orchard, Ave. within 2 miles of Jefferson.
- K. Consider approval of 5 year copier lease with Access.
- L. Consider approval of agreement with ICE Technologies for computer backup assist support renewal.
- M. Consider approval to hire water service worker.
- N. Consider approval of first reading of an ordinance amending provisions pertaining to the impoundment and microchipping of dogs under section 55.17.
- O. Consider approval of first reading of an ordinance amending the code of ordinances of the city by amending provisions pertaining to the fire department service fees under chapter 37.
- P. Consider approval of City Administrators contract.

#### V. REPORTS:

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

#### VI. ADJOURN.

### **AGENDA SUMMARY**

**DATE 6/28/22** 

#### **NEW BUSINESS**

- A. Public hearing for plans and specifications for Russell Street water main improvement project.
- B. Consider approval of resolution for plans and specifications for Russell Street water main improvement project. The bid opening is scheduled for July 7, 2022 at 10:00 AM
- C. Public hearing for plans and specifications for City Hall Entrance improvement project.
- D. Consider approval of resolution for plans and specifications for City Hall Entrance improvement project. The bid opening is scheduled for July 7, 2022 at 10:30 AM
- E. Public hearing on Status of Funded Activities for 200 East State Street project. During the course of the public hearing a review of the following will be presented: a general description of accomplishments to date, a summary of expenditures to date, a general description of remaining work and a general description of changes (if any) made to the project budget, performance targets, activity schedules, project scope, objectives or beneficiaries, and a description of how the public has reasonable access to all local meeting, project records, and information relating to the proposed and actual use of CDBG funds.
- F. Consider approval of resolution on Status of Funded Activities for 200 East State Street project.
- G. Consider approval of resolution for airport improvement funding grant of \$152,730 for 100 X 100 foot hangar. The grant is for Engineering Services. Agreement attached.
- H. Consider approval of resolution in support of workforce housing tax incentive application to be submitted to the Iowa Economic Development Authority (IEDA) by Rowland Real Estate, LLC for a housing project in Jefferson, Iowa. Resolution attached
- I. Consider approval of Plat of survey at 904 West Washington St, conveying 20 feet of property to lot 12 of Block 9. Application and survey attached.
- J. Consider approval of resolution waiving right to review plat of survey for property located at Section 33, T83N, R30W, 1295 Orchard, Ave. within 2 miles of Jefferson. Plat attached
- K. Consider approval of 5 year copier lease with Access. Proposal attached
- L. Consider approval of agreement with ICE Technologies for computer backup assist support renewal. Agreement attached.
- M. Consider approval to hire water service worker. The recommendation is to hire Ryan Monthei at \$41,704.
- N. Consider approval of first reading of an ordinance amending provisions pertaining to the impoundment and microchipping of dogs under section 55.17. The ordinance (attached) would require all dogs impounded to have an electronic identification device, otherwise known as a microchip, placed under the dog's skin prior to release from impound and the owner shall

- pay the fee in the amount set in the schedule of fees adopted by the city council by resolution for the installation of the electronic identification device.
- O. Consider approval of first reading of an ordinance amending the code of ordinances of the city by amending provisions pertaining to the fire department service fees under chapter 37. The ordinance (attached) would allow the Fire Department to charge fees for services for response to: structure fires; field or open space fires; vehicle fires; LNG or LPG gas leaks; victim extraction; confined space or trench rescue; and for the clean up of hazardous materials.
- P. Consider approval of City Administrators contract.

## COUNCIL MEETING JUNE 14, 2022 5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: none

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Sloan, second by Zmolek, the Council approved the following consent agenda: May 24, 2022 Council Minutes, Hy-Vee Fast and Fresh, Class E Liquor License, Hy-Vee Market Café, Class C Liquor License, Moes Mart #14, Cigarette/Tobacco/Nicotine/Vapor Permit for July 1, 2022 through June 30, 2023, Coaches Corner, Wild Rose Jefferson, LLC, Class C Liquor License (commercial), Wild Rose Jefferson, LLC, Class C Liquor License, Item G and H were taken off consent agenda, Fireworks permit for Terry Semke at 1202 S Grimmell Road effective from July 2 to July 4, 2022, Fireworks permit for Bruce Binkley at 507 East Garfield effective July 4, 2022 and July 9, 2022, sidewalk reimbursement of \$1,662.50 for Jefferson Central Christian Church, pay estimate #6 of \$76,168.00 of CDBG funds for 200 E State Street and payment of monthly bills from City funds.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

#### **RESOLUTION NO. 35-22**

On motion by Sloan, second by Wetrich, the Council approved Resolution No. 35-22, a resolution setting date for Public Hearing on Detailed Plans and Specifications, Form of Contract, and Estimate of Cost for the Russell Street Watermain Improvement Project and setting date for receiving bids. Public Hearing is set for June 28, 2022 at 5:30 p.m.

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

#### **RESOLUTION NO. 36-22**

On motion by Zmolek, and second by Jackson, the Council approved Resolution No. 36-22, a resolution setting date for Public Hearing on Detailed Plans and Specicifications, Form of Contract, and Estimate of Cost for the City Hall Entrance Improvement Project and setting date for receiving bids. Public Hearing is set for June 28, 2022 at 5:30 p.m.

AYE: Wetrich, Ahrenhotlz, Zmolek, Jackson, Sloan

NAY: None

#### **RESOLUTION NO. 37-22**

On motion by Wetrich, and second by Ahrenholtz, the Council approved Resolution No. 37-22, a resolution setting Public Hearing regarding status of funded activities for 200 East State Street Second Story Project

AYE: Ahrenholtz, Sloan, Jackson, Wetrich, Zmolek

NAY: None

#### **RESOLUTION NO. 38-22**

On motion by Ahrenholtz, and second by Sloan, the Council approved Resolution No. 38-22, a resolution waiving right to review plat of survey for property located at Section 20, T83N, R30W, 1669 "N" Ave. within 2 miles of Jefferson.

AYE: Zmolek, Sloan, Jackson, Wetrich, Ahrenholtz

NAY: None

On motion by Wetrich, second by Zmolek, the Council approved of a contract with Cemetery Information Management Systems (CIMS) in the amount not to exceed \$65,000.00 for data

collection and creation of public search portal for the Jefferson Cemetery. (this replaces the not to exceed amount approved at May 10, 2022 meeting.)

AYE: Zmolek, Wetrich, Sloan, Jackson, Ahrenholtz

NAY: None

On motion by Sloan, second by Wetrich, the Council approved of \$6,030.00 for additional soil testing for Greene County Animal Shelter by TEAM Services.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

A quarterly report with Jefferson Matters: A Main Street & Chamber Community was held to update the Council on activities.

The following bills were approved for payment from City funds:

(CA CECONIDA		
64 SECONDS	NETWORK PLAN	4,000.00
A1 AUTOMOTIVE	VEH REPRS	109.95
ABC PEST CONTROL	PEST CONTR	351.75
ACCESS SYSTEMS LEASING	CPIER LSE	1,780.34
ACCO UNLIMITED CORP	WA CHEM	22,960.80
ADVANCED WASTE SOLUTIONS	GCRSE PORT TOILET	105.00
AFLAC	AFLAC INS W/H	17.68
AG SOURCE COOP SERV	LAB TSTG	2,707.25
ALEX AIR APPARATUS INC	JFD HOSE	3,705.00
ALEXANDRA LERCH	WA DEP REF	99.49
ALLIANT ENERGY	UTILITIES	24,574.38
AUSTIN N. DAVIDSON	JFD REPL CK#073176	13.85
AXON ENTERPRISE, INC.	PD TASER CERT	2,880.00
BAKER & TAYLOR INC.	LB BOOKS;MOVIES;SUPP	1,738.11
BENJAMIN M. MOST	PL REPL CK	172.61
BOLTON & MENK INC	PA ENG	75,482.60
BOMGAARS	SUPP	1,724.31
BRICK GENTRY P.C.	LEGAL FEES	1,380.00
BROWN SUPPLY COMPANY	SUPP	2,866.74
BUDDY LISTON	REPL CK# 065651	500.00
C&D MASONRY INC	AIR TEMP BLDG	129,086.00
CAHOY PUMP SERVICE INC.	WA WELL PUMP #4	63,094.00
CARAHSOFT TECHNOLOGY CORP	LB SOFTWARE	342.76
CARD SERVICE CENTER	CREDIT CARDS	894.84
CARROLL COUNTY SOLID WASTE	RC MRKTG FEES	1,483.30
CENTRAL CHRISTIAN CHURCH	SIDEWALK PROG	1,662.50
CENTRAL IOWA SYSTEMS	CHRG STATION; ALARMS	20,934.76
CINTAS CORP	FIRST AID	362.55
CITY OF JEFFERSON	RN PETTY CASH	500.00
CLARION DISTRIBUTING LLC	SN CLEANER/TOWELS	144.00
CLEANING SOLUTIONS INC.	RN CLEAN	2,376.00
CLOUSER PLUMBING TECH	WA INSERT VALVE	6,600.00
COBRAHELP	PA FEE	20.00
COLLABORATIVE SUMMER LB	LB SUPP	813.6
COLLECTION SERVICES CENTER	CASE #895827	1,138.18
COMMUNITY OIL COMPANY, INC	AP FUEL	16,581.59
COMPASS MINERALS AMERICA	WA SALT	11,801.68
CORE & MAIN	WA VALVE BOX/PARTS	15,415.19
DANA M. JOHNS	WA REPL CK#076848	48.82
DANKO EMERGENCY EQUIP	JFD CLOTH	15,135.37
DEAL'S ORCHARD	GCRSE HARD CIDER	80.00

## APPLICATION FOR FIREWORKS PERMIT

	The undersigned,
a) - ( <b>1</b> 00) (10 (10 (10 (10 (10 (10 (10 (10 (10 (10	Name: FOGEN C NIELSON
	Address: 104 W Clark Street
	Tefferson IA DIEG
	Telephone: 515 370 1984 cellula
	hereby applies pursuant to the provisions of the Iowa Code for a permit to display fireworks at 10) Workenbey Street Telferson (4)
and	such permit to be effective from 06 29 21/22  O7 04 20/22  . If this application is approved the undersigned agrees to faithfully observe all applicable laws governing the use of fireworks.
	Date: 06/13/2022
	104 w clash st
	Jefferson 1+50129



Airports Division Central Region Iowa, Kansas, Missouri, Nebraska FAA ACE-600 901 Locust Kansas City, MO 64106

Mr. Michael Palmer City Administrator Jefferson Municipal Airport 220 North Chestnut Jefferson, IA 50129

Dear Mr. Palmer:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0049-017-2022 at Jefferson Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

#### You may not make any modification to the text, terms or conditions of the grant offer.

**Steps You Must Take to Enter Into Agreement.** To properly enter into this agreement, you must do the following:

- 1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
- 2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
- 3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
- 4. On the <u>same day or after</u> the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
- 5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than:

  June 15, 2022
- 6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- > For all grants, you must submit by December 31st of each year this grant is open:
  - A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  - 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit <u>FAA Form 5100-140</u>, <u>Performance Report</u> within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit <u>FAA Form 5370-1</u>, <u>Construction Progress and</u> Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Tim McClaran, (816) 329-2623, is the assigned program manager for this grant and my contact information is below. I am readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jim A. Johnson Director, Central Region Airports Division



#### **FAA Airport Improvement Program (AIP)**

#### **GRANT AGREEMENT**

#### Part I - Offer

Federal Award Offer Date	_ June 15, 2022
Airport/Planning Area	Jefferson Municipal
FY 2022 AIP Grant Number	3-19-0049-017-2022
Unique Entity Identifier	DP6LLH6UEMR6
TO: City of Jefferson	
(herein called the "Sponsor")	

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 23, 2022, for a grant of Federal funds for a project at or associated with the Jefferson Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jefferson Municipal Airport (herein called the "Project") consisting of the following:

#### Construct Box Hangar (100ft x 100ft) - Engineering Services

Which, is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

#### Assistance Listings Number (Formerly CFDA Number): 20.106

#### This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### **CONDITIONS**

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$152,730.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$0** for planning

\$152,730.00 for airport development or noise program implementation; and,

**\$0** for land acquisition.

- 2. Grant Performance. This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    - Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

#### b. Budget Period:

- 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
- Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

#### c. Close Out and Termination

- 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
- 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

- 3. <u>Ineligible or Unallowable Costs.</u> The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- **7.** <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 30, 2022 or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 § CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review

- and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.
- **12.** <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the Grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- **14.** <u>Air and Water Quality.</u> The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- **15.** <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. <u>Build America</u>, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- **18.** <u>Maximum Obligation Increase.</u> In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

- 1. 15 percent; or
- 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

- 19. Audits for Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
- **20.** <u>Suspension or Debarment.</u> When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

#### 21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

#### 22. Trafficking in Persons.

- You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this Condition through conduct that is either
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated July 02, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

#### 25. Employee Protection from Reprisal.

- a. Prohibition of Reprisals
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

#### SPECIAL CONDITIONS

- 26. Protection of Runway Protection Zone Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- **27.** <u>Protection of Runway Protection Zone Easement</u>. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will

not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

- **28.** Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
- 29. <u>Design Grant</u>. This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- **30.** <u>Buy American Executive Orders.</u> The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

**Director, Central Region Airports Division** 

(Title of FAA Official)

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

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(Name of Sponsor)
 (Signature of Sponsor's Authorized Official)
 (Typed Name of Sponsor's Authorized Official)

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### CERTIFICATE OF SPONSOR'S ATTORNEY

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion th	e Spons	or is empowered to enter into the foregoing Grant Agreement under the
laws of the State of	Iowa	. Further, I have examined the foregoing Grant Agreement and the action

5 ons taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.3

١,

Dated at	
	P.v.
	Ву:
	(Signature of Sponsor's Attorney)

<sup>&</sup>lt;sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### RESOLUTION NO. ###-####

A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVE APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY ROWLAND REAL ESTATE, LLC FOR A HOUSING PROJECT IN JEFFERSON, IOWA

WHEREAS, Rowland Real Estate, LLC plans on a \$1,600,000 capital investment for a housing development project located at the southwest corner of the intersection of W Head Street and N Walnut Street, parcel 1106480008; and

WHEREAS, the project consists of eight (8) single-family, market rate housing units; and

WHEREAS, the insufficient housing market has impacted recruitment and retention of employees; and

**WHEREAS**, the 2021 Housing Needs Assessment completed by Region XII Council of Governments highlighted a need to expand housing diversity and build new single-family, market-rate housing to support workforce growth; and

WHEREAS, the project will address the critical need for housing in Jefferson, and

WHEREAS, the project will add new assessable tax valuation to Jefferson; and

WHEREAS, the City of will assist the project by providing tax abatement of 100% for three (3) years; and

**WHEREAS**, Rowland Real Estate, LLC intends to submit an application for Workforce Housing Tax Incentive through the Iowa Economic Development Authority; and

WHEREAS, the City of Jefferson is a duly recognized political subdivision of the State of Iowa action under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of Jefferson, Iowa; and

IT IS HEREBY RESOLVED by the City Council of Jefferson Iowa as follows:

- 1. The City Council is in full support of the opportunity to promote housing development in Jefferson, Iowa and fully supports the Application for Workforce Housing Tax Incentives.
- 2. City staff is authorized to assist in the preparation of the application and related materials deemed necessary.

### APPLICATION FOR APPROVAL OF PLAT OF SURVEY

TO: City Council of Jefferson

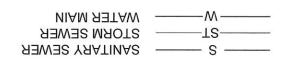
The undersigned owner(s) of the land described in the attached plat of survey request the City Council of the City of Jefferson to approve the division of land reflected in the attached plat of survey pursuant to Section 166.22 of the Code of Ordinances of the City of Jefferson. The following information is submitted in support of this application:
A pre-application conference regarding this proposed subdivision was held with the City Administrator on
2. A copy of a plat of survey prepared by <u>Robert B B;//s</u> , and lowa registered land surveyor, dated <u>05/21/2022</u> , showing the land proposed to be divided is attached to this application.
3. The purpose of this proposed division is: CONVEY THE WEST 20 FEET OF LOT 13 TO TREVOR WISHMAN WHO IS THE OWNER OF LOT 12.
4. The name(s), address(es) and telephone number(s) of all the owners of the land described in the attached plat are as follows:  **Bread Poblesau 900 W. Washington St. Telebook**
5. The names and addresses of all adjoining property owners are set forth below, and the approximate locations of their properties are shown on the attached plat.  TREVOR WISHMAN 904 W. WASHINGTON ST. TERRESON
6. (a) The existing zoning classification of the property covered by the plat is proposed that the zoning classification of this property be changed to
7. (Check applicable paragraph:)
There are no structures located on the property proposed to be divided.  There are one or more structures located on the property proposed to be divided, and the location of such structures and their distance from existing and proposed boundary lines has been shown by a registered land surveyor either on the attached plat or on a separate drawing attached to this application.

8. All existing and proposed public streets and roads, all public water and sanitary and storm sewer lines, and all gas and electrical services in relation to the property proposed to be divided have been described by a registered land surveyor either on the attached plat or on separate drawing attached to this application. If any parcel shown on the attached plat does not have direct access to any such services, then it is proposed that access to such services be obtained as follows:
If any private easements are proposed, copies of the same will be provided upon request.
The undersigned acknowledge that they have reviewed the foregoing application an represent and warrant that the information set forth above is true and accurate. This application is being submitted in quadruplicate.  Date:
APPROVAL RECOMMENDED/NOT RECOMMENDED
City Engineer Date
APPROVAL RECOMMENDED/NOT RECOMMENDED
City Administrator Date

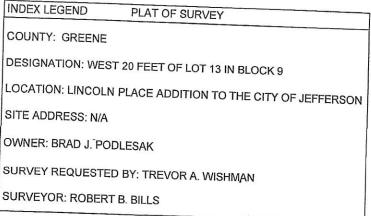


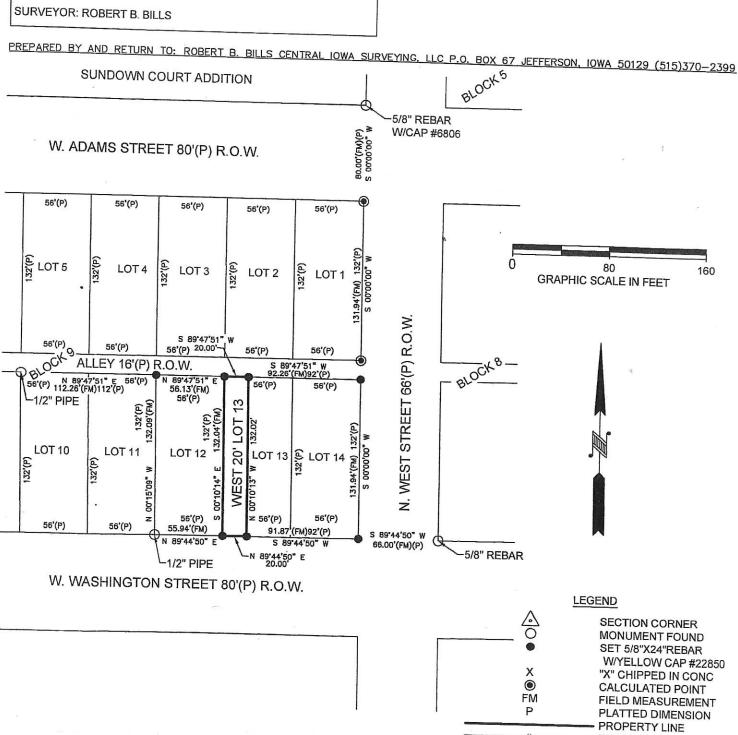
GENERAL NOTES:
1. CITY OF JEFFERSON UTILITY LINES (SANITARY SEWER, STORM SEWER, AND WATER) ARE ONLY GENERALLY LOCATED.
UTILITY SERVICES BY OTHERS ARE NOT SHOWN."

2. AERIAL PHOTO IS ONLY APPROXIMATED TO PROPERTY LINES.







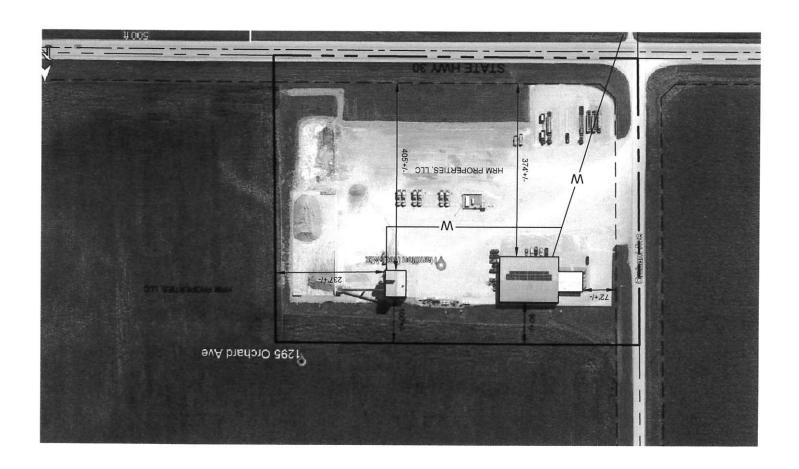


### APPLICATION FOR APPROVAL OF PLAT OF SURVEY

TO: City Council of Jefferson

The undersigned owner(s) of the land described in the attached plat of survey request the City Council of the City of Jefferson to approve the division of land reflected in the attached plat of survey pursuant to Section 166.22 of the Code of Ordinances of the City of Jefferson. The following information is submitted in support of this application:
1. A pre-application conference regarding this proposed subdivision was held with the City Administrator on <u>Dufanfasez</u>
2. A copy of a plat of survey prepared by Rubert B. B:1/s an lowa registered land surveyor, dated 6/6/22/2622, showing the land proposed to be divided is attached to this application.
3. The purpose of this proposed division is: Convey Exemus Contacte Plant.
4. The name(s), address(es) and telephone number(s) of all the owners of the land described in the attached plat are as follows:  HEM PROJECTIES, LLC 1295 DECHARO AND SEPPERSON
Bub HAMILTON: 515-370-2066
5. The names and addresses of all adjoining property owners are set forth below, and the approximate locations of their properties are shown on the attached plat.  **HEM PROPERTIES, U.C. 1295 ORCHARD AVE JEFFERSON**
6. (a) The existing zoning classification of the property covered by the plat is proposed that the zoning classification of this property be changed to
(b) The zoning classification(s) for the adjoining properties is/are as follows:  zoning classification for any of the adjoining properties./It is proposed that the zoning classification of adjoining property be changed to
7. (Check applicable paragraph:)
There are no structures located on the property proposed to be divided.

8. All existing and proposed public streets and roads, all public water and sanita and storm sewer lines, and all gas and electrical services in relation to the property proposed be divided have been described by a registered land surveyor either on the attached plat or or separate drawing attached to this application. If any parcel shown on the attached plat does have direct access to any such services, then it is proposed that access to such services obtained as follows:	to n a
If any private easements are proposed, copies of the same will be provided upon request.	
The undersigned acknowledge that they have reviewed the foregoing application a represent and warrant that the information set forth above is true and accurate. This application is being submitted in quadruplicate.	nd on
Date: 6/22/22  Aufth  Johnston	
APPROVAL RECOMMENDED/NOT RECOMMENDED	
City Engineer Date	
APPROVAL RECOMMENDED/NOT RECOMMENDED	
City Administrator Date	





——— W——— MATER LINE

GENERAL NOTES:

1. AERIAL PHOTO IS ONLY APPROXIMATED TO PROPERTY LINES.

PLAT OF SURVEY
2 SW1/4 SE1/4
N 33, T84N, R30W
5 ORCHARD AVE., JEFFERSON, IA 50129
ERTIES, LLC
ED BY: BOB HAMILTON
T B. BILLS

PREPARED BY AND RETURN TO: ROBERT B. BILLS CENTRAL IOWA SURVEYING, LLC P.O. BOX 67 JEFFERSON, IOWA 50129 (515)370-2399 CENTER SEC. 33, T84N, R30W (FND 1/2" REBAR) SW114 SE114 00.44,43 2019.86 200 400 **GRAPHIC SCALE IN FEET** S 89'43'43" E ORCHARD AVE. 785,00 **LEGEND** 533.17 SECTION CORNER MONUMENT FOUND LOT 2 SW1/4 SE1/4 SET 5/8"X24"REBAR SEC. 33, T84N, R30W W/YELLOW CAP #22850 11.17 ACRES TOTAL "X" CHIPPED IN CONC 00.44.43 620.00 0 MAG NAIL SET -1.68 ACRES ROAD 00.44,43" FM FIELD MEASUREMENT 9.49 ACRES NET 00.44.43" PLATTED DIMENSION PROPERTY LINE **FENCE LINE** SECTION LINE - EASEMENT 50.00 BASIS OF BEARINGS= IOWA RCS ZONE 7 70.00 CARROLL / ATLANTIC 45'49'22" E S 89'51'17" E 703.48 785.00 N 89'43'43" W 1852.52 S1/4 COR. -12.47 CENTERLINE HWY 30 SEC. 33, T84N, R30W STATE HWY 30 SE COR. (FND MAG NAIL) SEC. 33, T84N, R30W POINT OF BEGINNING (FND MAG NAIL)

#### FIELD NOTES:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, T84N, R30W OF THE 5TH P.M., GREENE COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE N00°44′43″W ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 620.00 FEET; THENCE S89°43′43″E PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 785.00 FEET; THENCE S00°44′43″E PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 620.00 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER. THE NOT SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER. THE NOT SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER.



Access Systems

955 SE Olson Drive Waukee, IA 50263 Phone: 515.987.6227

Fax: 515.987.6228

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### **Expenses and Usage Comparison**

Current contract only covers 1000 color pages per month. You are averaging 2249 color pages per month leaving you with overages on average of \$86.51 per month.

Current Lease Payment:

\$328.40

Average Overages:

\$ 86.51

Total Monthly Payment:

\$414.91

The new agreement covers 1500 color pages per month and the overages are at only \$.039 per page, less than half of your old machine. If usage stays the same your overages would only be \$22.22 per month.

**Proposed Lease Payment:** 

\$354.49

Anticipated Overages:

\$ 22.22

Total Monthly Payment:

\$376.71

You should see a savings of about \$38 per month on the new contract and have the newest machine.







Phone: (641) 628-8724

Email: sball@icetechnologies.com

Web: www.icetechnologies.com

#### Backup Assist Renewal

Description		Price	Qty	Ext. Price
Backup Assist	Backup Assist Backup Care 1 year Renewal	\$150.00	1	\$150.00
		Su	ıbtotal:	\$150.00

#### **Product Terms**

SHIPPING CHARGES: ICE quotes do not include applicable shipping charges.

ORDERS: It is understood and agreed that an order cannot be cancelled except by mutual consent.

PRICE: Pricing is provided at today's current price. Prices are subject to change at anytime, based on vendor pricing changes and product

availability.

TERMS: Entire balance due 10 days post invoice date.

WARRANTY: The products described in this proposal are sold subject only to warranties as are made by their respective manufacturers.

SALES TAX: Sales tax will be applied at the time of invoicing and is not reflected in this quote.

LABOR: Installation is not included - unless specified.

#### ORDINANCE NO.

# AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS PERTAINING TO THE IMPOUNDMENT AND MICROCHIPPING OF DOGS UNDER SECTION 55.17

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

SECTION 1. Section Amended. Section 55.17 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is amended by adding this second paragraph thereto:

All dogs impounded shall have an electronic identification device, otherwise known as a microchip, placed under the dog's skin prior to release from impound and the owner shall pay the fee in the amount set in the schedule of fees adopted by the city council by resolution for the installation of the electronic identification device. If a contractor implants an electronic identification device in a dog pursuant to this section, the contractor shall retain the fee.

SECTION 2. Repealer. Any and all resolutions and ordinances, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.

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

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

Finally passed by the Council and approved on , 2022.

Attest:		Matt Gordon, Mayor
Roxanne Gors	such, City Clerk	
I hereb	by certify that the foregoing	g ordinance was published in The Jefferson Herald on
		Roxanne Gorsuch, City Clerk

#### ORDINANCE NO.

# AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISIONS PERTAINING TO THE FIRE DEPARTMENT SERVICE FEES UNDER CHAPTER 37

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

- SECTION 1. Section Added. Chapter 37 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is amended by adding this Section 37.15 thereto:
  - **37.15 FEES FOR SERVICES.** The Fire Department shall charge such fees for services rendered as are approved by resolution of the City Council for response to: structure fires; field or open space fires; vehicle fires; LNG or LPG gas leaks; victim extraction; confined space or trench rescue; and for the clean up of hazardous materials. Whenever the responsible party is a minor, the payment of said fees shall be the responsibility of the minor's parents or guardian.
- SECTION 2. Repealer. Any and all resolutions and ordinances, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.
- SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- SECTION 4. When effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Finally passed by the Council and approved on \_\_\_\_\_\_\_\_, 2022.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on \_\_\_\_\_\_, 2022.

Roxanne Gorsuch, City Clerk