

AGENDA

COUNCIL MEETING Tuesday, January 10, 2023 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. 12/13/22 regular Council minutes.
- B. Casey's #1617, Class E Liquor License
- C. Oly's C Store, Class E Retail Alcohol License
- D. Pay estimate #9 of \$26,436.40 to Jensen Builders, LTD for Greene County Animal Shelter.
- E. Pay estimate #2 of \$27,412.25 to Westbrooke Construction Company for swimming pool restroom remodel.
- F. Sidewalk reimbursement of \$960 for Ken and Sue Bose at 103 S Maple Street.
- G. Pay estimate #4 of \$140,884 of CDBG funds for 123 N. Chestnut Street.
- H. Payment of monthly bills

IV. NEW BUSINESS:

- A. 2023 Appointments.
- B. Consider approval to hire part-time animal facility custodian, Hether Dobney at \$12 per hour.
- C. Consider approval of second reading of revised sewer rate ordinance effective for FY 2023-2024.
- D. Consider approval of resolution to update the procurement policy as it relates to CDBG work
- E. Consider approval of resolution to become a member of Safety Group Central Iowa South (SGCIS) and Iowa Association of Municipal Utilities (IAMU) Agreement.
- F. Consider approval of resolution of Additional Parties membership addendum chapter 28e joint intergovernmental action agreement providing for Safety Group Central Iowa South (SGCIS).
- G. Consider approval of resolution to set public hearing for City Hall entrance plans and specifications
- H. Consider approval of resolution to set public hearing for status of funded activities for Upper Story project at 123 North Chestnut St.
- I. Resolution to set public hearing date for maximum property levy.
- J. Appeal of Code enforcement Officer determination of abandon vehicle.

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 1/10/23

NEW BUSINESS

- A. **2023 Appointments.** List attached
- B. **Consider approval to hire part-time animal facility custodian, Hether Dobney at \$12 per hour.** The Animal Shelter Committee is recommending for the City to assume the responsibility to staff the new animal facility. Hether is currently paid by PAWS. As a City employee, the supervision of the position would be under the City. An organizational chart has been attached. Also attached is the minutes from the 1/4/23 committee meeting.
- C. **Consider approval of second reading of revised sewer rate ordinance effective for FY 2023-2024.** The bids for the upgrade of the sewer plant came in much higher than expected. As a result, the 11% increase in fees passed by the Council in September of 2022 will need to be adjusted from 11% to 15% The annual increase would be 15% for each year (beginning July 1, 2023) for the next 5 years. The base rate would increase for sewer service in the first year by \$2.24 per month from \$14.90 to \$17.14. The price per 100 cubic feet would increase by 94 cents from \$6.29 to \$7.23. Attached is a table showing the increase by amount of sewer used along with a copy of the fee schedule.
- D. **Consider approval of resolution to update the procurement policy as it relates to CDBG work.** This item appeared on the 12/13/22 Council agenda. The action needed to be done by resolution.
- E. **Consider approval of resolution to become a member of Safety Group Central Iowa South (SGCIS) and Iowa Association of Municipal Utilities (IAMU) Agreement.** This organization would provide a comprehensive safety services for the City. The attach information overviews the services they provide. The agreement is also attached. Reviewed by Finance Committee and recommended to join.
- F. **Consider approval of resolution of Additional parties membership addendum chapter 28e joint intergovernmental action agreement providing for Safety Group Central Iowa South (SGCIS).** Jefferson would become the 11th member of the safety group. The cost of membership is based off the number of members, participation and population. For Jefferson to join SGCIS on July 1, 2023 the annual amount would be between \$11,000 and \$14,000. The 28E agreement is attached.
- G. **Consider approval of resolution to set public hearing for City Hall entrance plans and specifications.** Public hearing would be set for January 24, 2023
- H. **Consider approval of resolution to set public hearing for status of funded activities for Upper Story project at 123 North Chestnut St.** Public hearing would be set for January 24, 2023
- I. **Resolution to set public hearing date for maximum property levy.** This Annual Maximum Levy puts a “ceiling” limit on proposed property taxes increases for the fiscal year starting July 1. The legislation created a 2% threshold that applies to the revenue from certain levies. If the city’s revenue growth from those certain levies increases more than 2%, the council must pass a resolution by at least two-thirds of the members. The public hearing date would be 1/24/23.
- J. **Appeal of Code enforcement Officer determination of abandon vehicle.** Attached is a letter asking for a hearing with the City Council regarding a Notice to abate a Nuisance at 904 W. Madison. The letter of abatement and pictures are also attached.

COUNCIL MEETING
DECEMBER 13, 2022
5:30 P.M.

PRESENT: Ahrenholtz, Sloan, Wetrich, Zmolek
ABSENT: Jackson

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Zmolek, second by Wetrich, the Council approved the following consent items: November 22, 2022 Council Minutes, Cancel the regular Council Meeting on December 27, 2022, Pay estimate #4 of \$38,587.86 to Morris Enterprises, Inc. for Russell Street Watermain Improvement, 2022, Pay estimate #13 of \$2,188.00 of CDBG funds for 200 E State Street, Pay estimate #3 of \$64,954.00 of CDBG funds for 123 N Chestnut Street, Pay estimate #8 of \$126,829.22 to Jensen Builders, LTD for Greene County Animal Shelter, Pay estimate #1 of \$20,235.00 to Westbrooke Construction Company for swimming pool restroom remodel, Sewer adjustment of \$84.10 at property located at 803 W Washington Street, and payment of monthly bills from City funds.

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

This was the time and place for Public Hearing on the loan and disbursement agreement in a principal amount not to exceed \$6,000,000. Mayor called for any oral or written comments and there were none. On motion by Sloan, second by Wetrich, the Council closed the Public Hearing.

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

RESOLUTION NO. 82-22

On motion by Ahrenholtz, second by Sloan, the Council approved Resolution No. 82-22, a resolution authorizing and approving a Loan and Disbursement Agreement, combining Loan and Disbursement Agreements, and providing for the issuance and securing the payment of \$19,750,000 Sewer Revenue Bonds, Series 2022.

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

On motion by Wetrich, second by Zmolek, the Council approved loan agreement with State Revolving Fund (SRF) for \$19,750,000.

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

RESOLUTION NO. 83-22

On motion by Ahrenholtz, second by Wetrich, the Council approved Resolution No. 83-22, a resolution authorizing execution of an agreement with James and Jacquelyn Andrews for a permanent public utility easement.

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

On motion by Ahrenholtz, second by Zmolek, the Council approved the first reading of revised ordinance adjusting sewer service rates effective for FY 2023-2024 by 15%.

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

On motion by Sloan, second by Zmolek, the Council approved to accept Iowa DOT funding proposal for Jackson Bridge.

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

On motion by Zmolek, second by Wetrich, the Council approved to update the procurement policy as it relates to CDBG work.

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

RESOLUTION NO. 84-22

On motion by Sloan, second by Ahrenholtz, the Council approved Resolution No. 84-22, a resolution approving Submittal of Five-Year Capital Improvement Program for Jefferson Municipal Airport.

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

On motion by Ahrenholtz, second by Wetrich, the Council approved Wellmark Health Insurance effective January 1, 2023.

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

RESOLUTION NO. 85-22

On motion by Zmolek, second by Wetrich, the Council approved Resolution No. 85-22, a resolution approving bad debt write offs for 2015-2016 Utilities.

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

On motion by Sloan, second by Wetrich, the Council approved to enter into agreement with city administration recruitment firm Midwest Municipal Consulting, L.L.C. in the amount of \$9,200 plus projected expenses of \$1,500.

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

Matt Wetrich, Jefferson Matters: A Main Street & Chamber Community Executive Director gave a quarterly report to update Council on activities.

Item M was removed from the agenda.

The following bills were approved for payment from City funds:

ABC PEST CONTROL	PEST CONTR	302.25
ACCESS SYSTEMS	RN CPIER LSE	10.75
ACCESS SYSTEMS LEASING	CPIER LSE	1,841.60
ACCO UNLIMITED CORP	WA PARTS	2,638.83
ACUSHNET COMPANY	GCRSE MERCH	651.61
AFLAC	AFLAC INS W/H	35.36
AG SOURCE COOP SERV	SW TSTG	1,861.75
ALEX AIR APPARATUS INC	JFD EQUIP MAINT	624.50
ALLIANT ENERGY	UTILITIES	26,971.36
AMANDA COLLINS	WA DEP REF	29.73
ANNA KRAUSE	RN REF	70.000
ATURA ARCHITECTURE	PL FAM RESTRM ARCHITEC	2,524.78



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: CITY OF JEFFERSON IOWA
220 N CHESTNUT ST
JEFFERSON, IA 50129

PROJECT: Green County Animal Shelter
1700 Doreen Wilber Drive
Jefferson, IA 50129

APPLICATION NO: 22014-00009
PERIOD TO: 12/31/2022
CONTRACT FOR:

FROM CONTRACTOR: Jensen Builders LTD
1175 South 32nd Street
Fort Dodge, IA 50501

VIA ARCHITECT: ATURA ARCHITECTURE
912 North 13th Street
Clear Lake, IA 50428

Distribution to: OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 907,400.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 907,400.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 907,400.00

5. RETAINAGE:

- a. 5.0% of Completed Work
(Columns D + E on G703) \$ 45,370.00
- b. % of Stored Material
(Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 45,370.00

6. TOTAL EARNED LESS RETAINAGE \$ 862,030.00

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 835,593.40

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 26,436.60

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6) \$ 45,370.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jensen Builders LTD

By: Mr. Cole Thurston Date: 12/19/22

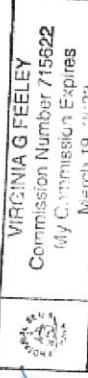
State of: Iowa

County of: Webster

Subscribed and sworn to before me this

Notary Public: Virginia G Feeley day of December 2022

My commission expires 3-19-23



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 26,436.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ATURA ARCHITECTURE



15-A
Registered with the State of Iowa
Professional Seal Number 15-A-000002

By: _____ Date: Dec. 21, 2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF _____ PAGES

TO OWNER: Green County Community Center
 204 W Harrison St
 Jefferson, IA 50129

PROJECT: Family Restroom Remodel

APPLICATION NO: 2

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Westbrooke Construction Company
 7207 Douglas Avenue
 Urbandale, IA 50322

VIA ARCHITECT:
 Atura Architecture
 912 N. 13th St
 Clear Lake, IA 50428

PERIOD TO: 12/30/2022

CONTRACT NO: _____

PROJECT NOS: _____

CONTRACT DATE: 10/12/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	104,261.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	104,261.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	50,155.00
5. RETAINAGE:		
a. $\frac{5}{100}$ % of Completed Work (Column D + E on G703)	\$	2,507.75
b. $\frac{5}{100}$ % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	2,507.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	47,647.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	20,235.00
8. CURRENT PAYMENT DUE	\$	27,412.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	56,613.75

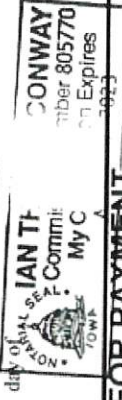
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Westbrooke Construction Company

By: Tom Curry Date: 12-30-22

State of: IOWA County of: POLK
 Subscribed and sworn to before me this _____ day of _____, 2022.
 Notary Public: _____
 My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 27,412.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: Atura Architecture



By: _____ Date: Jan. 4, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

INVOICE

advance construction services LLC

671 27 st
des moines , ia 50312
5159885304

Date 11/06/2022
Invoice # 84
Due Date Upon Receipt

Bill To

407 w lincon way jefferson ia

Item	Total
driveway 580 sf	986.00
service walk 125 sf	212.00
aproach 440 sf	748.00
tear out city sidewalk 240 sf	600.00
tear out 3 x6 inside the house for the shower	200.00
skidloader time	150.00
travel time 444400	400.00
Sub Total	3,296.00
Amount Due	3,296.00

Ken + Sue Bose 103 S. Maple St.

Side walk reimbursement

240 sq' + \$ 4.00 per sq. ft

\$ 960.00

L.O.S.T.

CS



REGION XII
COUNCIL OF GOVERNMENTS

Housing Services & Programs

Date: January 4, 2023
To: Roxanne Gorsuch
RE: GAX #4 Summary of Expenses

Please forward the following payments associated with GAX #4 within 10 days of receiving payment from IEDA.

<u>\$140,884.00</u>	To	<u>Pub Adventures, LLC</u>
<u>\$ 0.00</u>	To	<u>Region XII COG (Administrative costs)</u>
<u>\$140,884.00</u>		<u>TOTAL GAX #4</u>

Thank You,

Karla Janning
Housing Programs Coordinator

COUNCIL APPOINTMENTS 2023

Matt Wetrich

Park & Rec
Golf Course
Recycling
Animal Shelter
Grow Greene County Gaming Corporation
Bell Tower Foundation

Dave Sloan

Streets
Chamber/Jefferson Main Street
Hwy 30
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
Housing
Library
Cemetery
Animal Shelter

Matt Gordon

PD Committee
Fire Department
LEC Entity
Hotel/Motel
Finance

Greene County Animal Shelter

City Council



City Administrator



Board of Directors



City Hall Liaison: Chad Stevens



Facility Caretaker

Facility Caretaker

PAWS

AGENDA

**ANIMAL SHELTER COMMITTEE
WEDNESDAY, JANUARY 4, 2023, 4:30 PM
JEFFERSON CITY HALL**

Present: Ann W and Shannon (PAWS), Dave Morlan, Darren Jackson, David Morain, Chad Stevens, Jason Kroeger, Sarah Morlan, Matt Wetrich

- A. **Update on status of facility.** Chad updated. The facility is almost complete. The remaining items include door/key access and exterior lighting.
- B. **Relocating to new facility.** Move-in day is January 7, 2023, at 9:00 AM. PAWS has volunteers lined up to move essential items. PAWS might need help moving shelving in early from the storage unit. Chad will supply PAWS and the Police department with keys before the move-in date. Intake sheets will need to be at the new facility (PAWS or Police or City Staff to supply?). A cattle gate will need to go in for jumping dog before the move-in date.
- C. **Creation of Board/Advisory Committee.** David Morain prepared a draft of the creation of the animal shelter board. The committee is to look over the ordinance and make any suggestions/changes directly to David.
- D. **Staffing.** Hether is on the consent agenda for the January 10 meeting. As a city employee, we will need to supply her with an email address/keys/login information. The additional admin position will need to be advertised before the creation of the board. City Staff will get duties for this position in writing before the next meeting.
- E. **Dog Park-**
- F. **Open House-** set for Spring

Sarah: to connect with PAWS to see if combining websites is possible.

Fees: To be discussed once a board has been established.

Next Meeting: January 18, 2023, at 4:30PM

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY
OF JEFFERSON, IOWA, 2017, BY AMENDING PROVISION
PERTAINING TO SEWER USER CHARGES

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

SECTION 1. Section Amended. Section 99.04 of the Code of Ordinances of the City of Jefferson, Iowa, 2017, is repealed and the following adopted in lieu thereof:

99.04 SEWER USER CHARGE. Each customer shall pay a flat rate user charge and user charge rate for operation and maintenance as follows:

Fiscal Year	Flat Rate User Charge (per month)	User Charge Rate (per 100 cubic feet of water used per month)
2022-23	\$17.14	\$7.23
2023-24	\$19.71	\$8.31
2024-25	\$22.67	\$9.56
2025-26	\$26.07	\$10.99
2026-27	\$29.98	\$12.64

SECTION 2. 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 3. When effective. This ordinance shall be effective as of the beginning of the monthly water and sewer billing cycle that commences immediately after this ordinance is published as required 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

Proposed 15% Sewer Rate for 2023

Flat Rate per month	\$17.14
Charge rate (per 100 cubic feet)	\$7.23

Total Cubic Feet Used	2023 Increase
200	\$4.12
300	\$5.06
400	\$6.00
500	\$6.94
600	\$7.88
700	\$8.82
800	\$9.76
900	\$10.70
1000	\$11.64

Average Uses

Household of 1	270 cubic feet
Household of 2	540 cubic feet
Household of 3	810 cubic feet
Household of 4	1080 cubic feet



Please call City Hall at 386-3111 for more information about your bill and the 15% sewer rate increase

Community Development Block Grant Subrecipient Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that are administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of interest in awarding contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient

may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320-based on Iowa Code section 11.118)

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.

2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.

3. **Professional:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal *competitive selection* process to procure the goods or services.

4. **Sealed bids:** (formal advertising): The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

Competitive Selection Process: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;

- (2) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>
Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, the City of Jefferson adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within City of Jefferson .

Adopted by City of Jefferson on 10th day of January, 2023.

Chief Elected Official:

Matt Gordon, Mayor
Typed/printed name

Signature



Safety & Health Management Services

IAMU is offering the opportunity to take your safety programs to the next level by offering a Safety & Health Management Services 28E agreement that establishes a dedicated Regional Safety Coordinator to live and work in your geographic area. This innovative model provides for intensive and effective safety & health management services to communities large and small. Our program offers a consistent and comprehensive safety program for all city departments.

Compare the existing IAMU training services with the new Regional Safety Coordinator services:

Service	Existing Safety Group Services	New Management S&H Services
Face-to-face training	Yes	Yes
Classes in your geographic area	Yes	Yes
Tracking of class attendance	Yes	Yes
Electric utility safety training	Yes	Yes
Health testing – hearing, respiratory	Yes	Yes
OSHA inspection assistance	Yes	Yes
Incident investigation	*	Yes
Assist establishing safety team	*	Yes
Assist building safety culture	*	Yes
Assist with safety purchases	*	Yes
Customize written safety programs and annual review	*	Yes
Create machine specific lockout / tagout procedures	*	Yes
Customized job hazard analysis	*	Yes
Customized PPE assessments	*	Yes
Audit work zones for hazards	*	Yes
Audit buildings for hazards	*	Yes
Equipment operations assessment	*	Yes
Industrial hygiene testing: ergo, silica, noise, asbestos	*	Yes
Machine guarding assessment	*	Yes
Assist developing safety policies and procedures	*	Yes
Assist managers on safety matters	*	Yes
City specific education for your hazards	NA	Yes
Recordkeeping assistance	NA	Yes
Safety professional on call, living in your area	NA	Yes
Saving resources and capital by not having to hire your own safety professional	NA	Yes

*Fee for Service

Contact Dave Hraha dhraha@iamu.org
or 515.289.1999 for further details

Safety Services Agreement

This Safety Services Agreement (this "Agreement") is entered into as of the 27th day of May, 2020 by and between the parties comprising the Safety Group Central Iowa South, an Iowa Code Chapter 28E joint governmental action agreement, (hereinafter the "SGCIS"), and the Iowa Association of Municipal Utilities (hereinafter "IAMU").

The SGCIS requires the services of IAMU to provide certain safety services outlined in this Agreement. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

1. IAMU's Responsibilities; Performance of the Services. IAMU shall provide services and advice relating to safety (the "Services") as set forth in the Scope of Work, attached as Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. SGCIS acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of IAMU and that SGCIS shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as IAMU's responsibility including, without limitation, the duties, tasks and obligations set forth in Section 2 below. Enforcement of all safety and health regulations shall be the sole responsibility of the individual parties of SGCIS and shall not be the responsibility of IAMU.

2. SGCIS's Responsibilities. As a condition to IAMU's performance of the Services, SGCIS shall provide IAMU with access to SGCIS's employees and facilities during SGCIS's normal business hours and otherwise as reasonably requested by IAMU in order to facilitate IAMU's ability to timely perform the Services; and perform such other duties and tasks as set forth on Schedule A. SGCIS acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing of Services to be provided by IAMU.

3. Compensation.

3.1 Fees.

For the period through July 1, 2020 and ending June 30, 2021, the SGCIS shall pay to IAMU an amount not to exceed \$130,000.00, payable quarterly in an amount determined and allocated pursuant to SGCIS's 28E Agreement (the 28E Agreement), for the Services rendered by IAMU.

For the period through July 1, 2021 and ending June 30, 2022, the SGCIS shall pay to IAMU an amount not to exceed \$133,250.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

For the period through July 1, 2022 and ending June 30, 2023, the SGCIS shall pay to IAMU an amount not to exceed \$136,581.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

For all subsequent calendar years, if the parties agree to renew this agreement pursuant to paragraph 6 below, the SEISG shall pay to IAMU an amount not to exceed the amount of fees billed during the previous year plus either 3% or the increase in costs determined pursuant to the most recent available Consumer Price Index (CPI) for the Urban Midwest, whichever is greater.

3.2 Payment of Invoices. IAMU shall use reasonable efforts to bill the parties to the SGCIS

agreement on a quarterly basis. The SGCIS shall pay all non-disputed amounts incurred hereunder within thirty (30) calendar days after the date of IAMU's invoice. IAMU shall bill the individual parties of SGCIS in the amount determined and allocated under the SGCIS 28E Agreement. If at any time IAMU is unable to deliver or perform the services warranted pursuant section 5 of this agreement because of staff turnover, then IAMU shall toll, prorate, or refund invoiced amounts for any period of time in which the delivery of services is interrupted.

4. Independent Contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and SGCIS, and is governed solely by this Agreement. Neither party is authorized to act as an agent for, or otherwise on behalf of the other party, and no action by either party shall bind the other party.

5. Services Warranty. IAMU warrants that it shall perform the Services in a professional and workmanlike manner. In the event IAMU fails to perform any Services, IAMU's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.

6. Term and Termination.

6.1 Term and Termination Without Cause. This Agreement shall commence on July 1, 2020 or sooner upon mutual agreement of the parties, whichever is later in time and shall remain in effect until June 30, 2023. This Agreement shall automatically renew for additional one-year terms unless and until either party gives the other party written notice of termination sixty (60) days prior to the end of the initial term or any renewal term. Any renewal shall be subject to the fee increases described in paragraph 3 above.

6.2 Termination for Default. In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek any and all rights and remedies available to it at law and in equity.

7. Insurance.

7.1 Insurance – IAMU. IAMU shall obtain and maintain in continuous effect during the term of this Agreement with the SGCIS and while any of the obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements and shall provide the SGCIS with a certificate of insurance showing such coverages prior to execution of this Agreement.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Iowa.

8.2 Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via email, with a confirmation copy sent via overnight mail; or (d) one

(1) business day after deposit with a national overnight courier, in each case addressed to the following:

If to IAMU:
Troy DeJooode
IAMU Executive Director
1735 NE 70th Ave.
Ankeny, Iowa 50021

If to SGCIS, notice shall be delivered to the offices of each of the parties to the 28E Agreement.

8.3 Force Majeure. Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party, by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.


8.4 Survival of Obligations. Termination of this Agreement for any cause shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.

8.5 Entire Agreement; Construction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

8.6 Non-Discrimination. Neither IAMU or the SGCIS shall discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, disability, or familial status and shall furnish evidence of compliance with this provision when so requested by the other party.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FOR SGCIS



Chair - Name: Josh Webber

5/27/2020

Date

Vice Chair - Name:

Date

Secretary - Name:

Date

FOR IAMU

Executive Director - Troy DeLoode

Date

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FOR SGCIS

Chair – Name:

Kip Overton

Vice Chair – Name: Kip Overton

Date

5-27-2020

Date

Secretary – Name:

Date

FOR IAMU

Executive Director – Troy DeLoode

Date

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

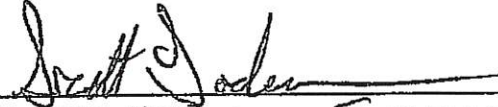
FOR SGCIS

Chair – Name:

Date

Vice Chair – Name:

Date


Secretary – Name: SCOTT TONDERUM

Date 5/27/2020

FOR IAMU


Executive Director – Troy DeJooche

Date 5/28/2020

Schedule A
Scope of Work

1.0 General Description:

- 1.1 IAMU shall provide professional services for program development and safety and procedure training and consultation for SGCIS. IAMU will hire a safety professional and that person will live in the SGCIS area.
- 1.2 The objective of this agreement is to improve the operating departments of the SGCIS parties to meet or exceed OSHA compliance requirements, reduce incidents and to provide supplemental training and consultation to employees in the respective departments, divisions, and work groups.
- 1.3 IAMU will coordinate and attend monthly safety training meetings with SGCIS as time permits.
- 1.4 IAMU will provide professional guidance on safety related goals.
- 1.5 IAMU will provide incident investigation training and will assist in investigations, when requested, after employee incidents.
- 1.6 Assistance in establishing safety team and a safety culture, program development, and presentation of said programs to departments, and associated tasks required related to OSHA and some EPA safety program requirements are included in the work.
 - 1.6.1 IAMU may provide additional safety-related services to various departments during the contract period.
 - 1.6.2 Any service provided to SGCIS by IAMU during the contract period that is not part of the OSHA Program Requirements Program Development and Safety and Procedure Training shall be provided under separate contract and using other IAMU personnel.

2.0 Program Development:

- 2.1 IAMU will develop new written programs and review and update existing programs in Parties departments and divisions in order to insure compliance with OSHA program requirements. Priority for the order of the program development, established by departmental interviews and a risk assessment.
- 2.2 IAMU will review annually and update written OSHA programs for Parties departments and divisions.
- 2.3 IAMU will establish or review and update safety processes that support and build the safety programs in Parties departments and divisions and will include specific examples and/or photographs in the delivery of training sessions. Processes include but not limited to job hazard analysis, PPE assessment, lockout / tagout procedures.

- 2.4 IAMU will establish written OSHA safety programs and processes for Parties locations, where multiple departments and divisions are located.
- 2.5 IAMU will formally solicit employee involvement and input in programs and processes to insure employee buy-in and to allow future updates to be made by employees or others. This to be achieved by attending monthly safety committee meetings and/or direct contact within the departments.
- 2.6 IAMU will perform work on the OSHA programs as determined by 2.1.
 - 2.6.1 Perform a detailed audit of facilities and report for each department and then follow up with results and assistance to correct findings.
 - 2.6.2 Other programs as approved by the Coordinating Committee during the contract period.
- 2.7 IAMU will develop and include in all work the following, as applicable or as directed by the Coordinating Committee, for each program at each location.
 - 2.7.1 Photographic record of all processes.
 - 2.7.2 Audit forms, in both electronic and paper formats, for each work group.
 - 2.7.3 Written presentation outlines, provided in electronic format.
 - 2.7.4 Records of discussions concerning ideas and opportunities to improve the quality and content of all written documents and visual presentations.
 - 2.7.5 Inspection forms, in electronic format.
- 2.8 IAMU shall perform various tests and analysis including but not limited to audiometric.
- 2.9 IAMU shall provide professional assistance in the development of general safety policies and procedures.
- 2.10 All programs, forms, processes, and other work shall meet the applicable OSHA program requirements.
- 2.11 All programs, forms, and processes shall be standardized, as much as possible, to the using department/work group.
- 2.12 IAMU will review existing programs and processes for compliance with OSHA program requirements and provide written report to the parties representative.
- 2.13 IAMU will prepare recommendations for program and process improvements and submit to parties representative and applicable department/division/work

group.

- 2.14 For each program at each department/division/work group, IAMU will provide a comprehensive training session.

3.0 Safety Consultation and Procedure Training:

- 3.1 IAMU will, as part of the training allotted hours, assist managers and supervisors with safety related questions and/or activities. This includes establishing and supporting safety committees and attending the safety committee meetings, if requested.
- 3.2 IAMU will assist and/or conduct incident investigations, when requested.
- 3.3 IAMU will prepare, arrange, and present education classes and related consulting services to educate employees on various OSHA health and safety issues, programs, and processes. It is understood that departments/divisions may cancel or reschedule training sessions based on their work schedules.
- 3.4 IAMU classes will be chosen and arranged by consultation with SGCIS members, complying with the requirements of OSHA and relating to the specific needs.
- 3.5 When applicable, each training session shall include City-specific content, including documents, photographs.
- 3.6 When possible, training sessions shall include practical or hands-on instruction.
- 3.7 Annually, IAMU will provide the parties of SGCIS with a summary of the previous year's training. Summary shall be provided in electronic (Excel) format suitable for inclusion in formal reports and retention in member records.
 - 3.7.1 IAMU will provide sign-in sheets for each course presented, including:
 - 3.7.2 Date.
 - 3.7.3 Duration/length of class.
 - 3.7.4 Instructor name.
 - 3.7.5 Department, division, or work group name where class was presented.
 - 3.7.6 Description/topic of class.

- 4.0 IAMU shall maintain a database of training sessions provided. IAMU, at the request of the party representative, will provide a summary of training by employee.

- 4.1 The database shall include a comprehensive record of training attendance for each employee in each department, division or work group where services have been provided by IAMU.

- 4.2 Database records shall include each employee's name, department, division, work group, dates of attendance at training sessions, duration of each class, and name/topic of each session attended.
- 4.3 By the 25th of each month, IAMU shall update database records to include all sessions presented the previous month. Party may request copy of training records anytime during the year.

CHAPTER 28E JOINT INTERGOVERNMENTAL ACTION AGREEMENT PROVIDING FOR A SAFETY GROUP CENTRAL IOWA SOUTH

THIS AGREEMENT ("Agreement") is entered into pursuant to Iowa Code Chapter 28E by and between the undersigned cities, city utilities, and other public or private agencies which agree to become a party to this Agreement in accordance with the terms of this Agreement. The various cities, city utilities and private agencies which may from time to time become a party to this Agreement are each individually referred to in this Agreement as a "party", and collectively as the "parties".

WHEREAS, the parties desire to enter into this Agreement pursuant to Iowa Code Chapter 28E in order to provide for joint and cooperative action among the parties for purposes of procuring safety services at an affordable price and to reduce future safety-related liabilities;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I PARTICIPATION

Section 1. Participation and Administration. Any public or private agency may become a party to this Agreement with the consent of the other parties. Each of the parties to this Agreement shall be a member in good standing of the Iowa Association of Municipal Utilities ("IAMU"). IAMU shall be the Administrator of this Agreement and shall provide safety services to the parties jointly pursuant to a services Agreement. This Agreement does not establish a separate legal entity, and no real or personal property shall be acquired, held, or disposed of under this Agreement.

Section 2. Initial Parties. The initial parties of the Safety Group Central Iowa South are the City of Adel, the City of Greenfield, the Greenfield Municipal Utilities, the City of Grimes, the City of Perry, the City of Polk City, the Stuart Municipal Utilities, the City of Waukee, the City of Winterset, and the Winterset Municipal Utilities.

Section 3. Additional Parties. Any public or private agency may, on a quarterly basis, become an additional party with the consent of at least two thirds of the other parties provided that such additional party provides (1) written evidence of adoption of a resolution by the governing body of the party approving and joining this Agreement, (2) notice of intent to participate given to IAMU at least 30 days prior to the start of the calendar quarter during which the party intends to begin participation, (3) remission of the additional party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in form and content approved by IAMU.

Section 4. Withdrawal. Any party may withdraw from this Agreement on an annual basis and may do so by providing (1) written evidence of adoption of a resolution by the governing body of the party withdrawing from this Agreement, (2) notice of intent to withdraw given to IAMU at least 90 days prior to the start of the calendar year during which the party intends to end participation, (3) remission of the party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in the form and content approved by IAMU. No initial party, or additional parties within the first three years, as listed in Section 2 of this Article, may withdraw from the Agreement prior to June 30, 2023.

Section 5. Expulsion. A party may be expelled from this Agreement for cause upon a two thirds majority vote of the other parties at a meeting of the Coordinating Committee. For purposes of this Section 5, "for cause" means a material failure to comply with the terms of this Agreement including but

not limited to failure to timely remit payments for the party's allocated share of costs or failure to participate in safety related functions.

Section 6. Duration. This Agreement shall be in effect as long as at least two parties remain and wish to procure and coordinate safety services.

Section 7. Termination. This Agreement may be terminated by a unanimous vote of the parties at a meeting of the Coordinating Committee established in Article III of this Agreement.

ARTICLE II PURPOSE

The purpose of this Agreement is to provide for joint and collective action among the parties to procure and coordinate safety and related services from IAMU and to fairly allocate the costs of those services among the parties. By procuring and coordinating safety and related services, the parties will ensure the safety of municipal employees, protect members of the public, and better care for public property in a manner that is consistent with the best interests of municipal utilities and their customers.

ARTICLE III COORDINATING COMMITTEE

Section 1. Coordinating Committee. Each entity that is a party to this Agreement shall be entitled to appoint one representative to the Coordinating Committee ("Committee"), except that no city may appoint more than one representative. If a city and a municipal utility in that city are each parties to this Agreement, then the city and the municipal utility in that city shall jointly appoint one representative. The Committee shall participate in training meetings, communications, and discussions with other members and with IAMU. The Committee shall hold an annual meeting each year on or after September 1. A Chairperson shall be selected at the annual meeting. The Committee may hold other meetings from time to time during the year at the call of the Chairperson. Representatives that cannot participate may name an alternate to participate. A majority of the parties to this Agreement shall constitute a quorum for purposes of the annual meeting.

Section 2. Coordinating Committee Duties. The Committee may plan and execute safety coordination activities on behalf of the parties, including the following actions and activities:

1. Setting goals and priorities for training pursuant to this Agreement;
2. Making recommendations on additional parties;
3. Making and entering into service agreements on behalf of the parties;
4. Evaluating training services and recommending changes or improvements;
5. Estimating the costs of service agreements and other expenses, and allocating all costs and expenses among the parties, including approving cost allocations pursuant to Article IV of this agreement;
6. Such other planning and coordinating activities as may be determined by the Coordinating Committee to efficiently meet the needs of the parties;
7. Forming subcommittees, from time to time, for other purposes.
8. Input in the selection of the safety professional being hired by IAMU.
9. Conduct a performance evaluation of safety professional.

ARTICLE IV
COSTS

Section 1. Cost Allocation. The parties shall allocate safety and related service costs among them as follows:

1. Determine the total cost of service agreements with IAMU for providing safety and related services and any other related costs or expenses.
2. Allocate a portion of the total cost to three components: (1) a base participation fee, (2) an employee proportion, and (3) a population proportion.
3. The base participation fee shall be the same for each party, and the total amount of base participation fees shall be subtracted from the total cost of service agreements.
4. The amount remaining after subtracting the base participation fees shall be divided in half and equal amounts shall be assigned to the employee and population components.
5. The share of the cost that each party is allocated under the employee component shall be determined by dividing that party's number of employees by the total number of employees employed by all parties and then allocating a share of the employee component costs according to that proportion.
6. The share of the cost that each party is allocated under the population component shall be determined by dividing that party's population by the total population of all parties and then allocating a share of the population component costs according to that proportion.
7. The total amount allocated to each party shall be equal to the base participation fee plus the amount allocated under the employee component, plus the amount allocated under the population component.
8. The total amount allocated to all parties must equal the total of all obligations owed under all active service agreements.

Section 2. Cost Allocation Schedule. The Committee shall review and approve the cost allocation amounts determined pursuant to Section 1 of this Article. Costs shall be allocated to the parties at least annually and may be reallocated during the year as necessary. However, upon the acceptance of additional parties to this agreement pursuant to Article I, the costs shall be reallocated as described in Section 1 of this Article. The Committee may amend the base participation fee from time to time upon a three fourths majority of those present and voting.

Section 3. Payments. Parties shall remit payments to IAMU on a quarterly basis according to the cost allocation amounts determined pursuant to Section 1 of this Article.

Section 4. Insurance. Each Party shall name the IAMU as an additional insured on each party's liability policy upon the request of the IAMU.

ARTICLE V
AMENDMENTS

This agreement may be amended from time to time upon the approval of the parties. However, the acceptance of additional parties shall be as described in Article I of this Agreement and shall not require a written amendment to the Agreement or further action by the initial parties.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 1. Governing Law. This Agreement is entered into and performable in substantial and material part in Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa, and in particular Iowa Code Chapter 28E, but without regard to the provisions thereof relating to conflicts of law or choice of law.

Section 2. Relationship of Parties Limited. Nothing contained in this Agreement, and no action taken, failed, or omitted to be taken by any party pursuant hereto shall be deemed to constitute the parties a partnership, an association, a joint venture or other entity. In no event shall any party be liable or responsible for any debts, liabilities or obligations of any kind or nature of any other party.

Section 3. Liability Limited. No party shall be liable for any actions taken pursuant to this Agreement, and no assets or properties of any party shall be liable for, or otherwise in any way subject to, any lien or other action of any creditor of any other party or any creditor arising from actions taken pursuant to this Agreement. IAMU, as the Administrator of this Agreement, shall have no liability under this Agreement to any party except only for any acts that are determined by a final, non-appealable judgement of an Iowa court to have constituted recklessness or intentional violation of law.

Section 4. Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. The words “include” and “including” are used in this Agreement in a nonexclusive manner and fashion, that is to include, but without limitation, the facts, items or other matters in question. Any references to a “Section” in this Agreement are to the referenced Section of this Agreement, unless expressly stated otherwise. Words and phrases in this Agreement shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Section 5. Counterparts. This Agreement, or any addendum to this Agreement, may be executed in counterparts (including by PDF, e-mail or facsimile transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 6. Severability. In the event that any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

Section 7. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matters hereof and supersedes all negotiations, preliminary Agreements and all prior or contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

Section 8. Filings. This Agreement, and any amendment, modification, or notice of termination of this Agreement, shall be filed in accordance with Section 28E of the Code of Iowa.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement effective as of May 14, 2020.

[SIGNATURE PAGES FOLLOW]

RESOLUTION NO. _____

A Resolution Setting Date for Public Hearing on Detailed Plans and Specifications, Form of Contract, and Estimate of Cost for the City Hall Entrance Improvement Project and Setting Date for Receiving Bids

WHEREAS, the City Council of Jefferson previously directed Bolton & Menk, Inc. (the "Project Engineer") to prepare plans and specifications for the City Hall Entrance Improvement Project (the "Project"); and

WHEREAS, the Project Engineer has prepared detailed plans and specifications, a form of contract, and an estimate of cost for the Project; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans and specifications, form of contract, and estimate of cost for the Project and to set a date for receiving bids.

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

Section 1. The Council determines that it is advisable to proceed with the Project, and subject to final approval after public hearing the detailed plans and specifications, form of contract, and estimate of cost for the Project are hereby tentatively approved.

Section 2. The City Council sets January 24, 2022, at 5:30 p.m., at the Jefferson Municipal Center, Jefferson, Iowa, as the time and place of hearing on the proposed plans and specifications, form of contract and estimate of cost for the Project.

Section 3. The City Council sets the amount of security to accompany each bid to be in the amount of 5% of the total bid, price pursuant to the provisions of Chapter 26 of the Code of Iowa, which bid security shall conform to the provisions of the Instructions to Bidders hereby approved.

Section 4. The City Clerk shall publish notice of hearing on the proposed plans and specifications, form of contract, and estimate of cost for the Project, which publication shall be made in a legal newspaper of general circulation in the City of Jefferson, which publication shall be not less than 4 days nor more than 20 days before the date set for hearing.

Section 5. The City Council sets February 7, 2023, at 10:30 a.m., at the Jefferson Municipal Center, Jefferson, Iowa, as the time and place to receive bids for the Project, and the City Council delegates to the City Administrator, the City Clerk and the Project Engineer (each with authority to act alone) the duty of receiving, opening, and announcing the results of all bids for the Project, to tabulate the same, and to present the same to the City Council at its next meeting for action thereon.

Section 6. The City Clerk, with the assistance of the Project Engineer, is authorized and directed to advertise for sealed bids for the Project in the manner required by law.



REGION XII
COUNCIL OF GOVERNMENTS

Housing Services & Programs

Please print this notice in **January 12, 2023** publication of Bee and Herald. Send proof of publication to Region XII COG and invoice to City of Jefferson:

**NOTICE OF PUBLIC HEARING ON THE
STATUS OF FUNDED ACTIVITIES FOR THE
CITY OF JEFFERSON**

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Jefferson City Council will hold a public hearing on **Tuesday January 24, 2023, at 5:30 P.M.** at Jefferson City Hall, 220 North Chestnut St., Jefferson, IA 50129. The purpose of the hearing will be to discuss the status of funding for the City of Jefferson Upper Story Housing Program. The project, located at 123 North Chestnut Street, Jefferson, IA. 50129, is being funded in part through a COVID 19 - Community Development Block Grant provided by the Iowa Economic Development Authority and the City of Jefferson.

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-CV funds.

Interested citizens are encouraged to attend this Status of Funded Activities Public Hearing. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services you may contact City Clerk Roxanne Gorsuch, 220 North Chestnut St., Jefferson, IA 50129, (515) 386-3111. Requests for these services must be received no later than January 19, 2023 at 4:00 P.M. Written comments or questions should be forwarded to the attention of City Clerk Roxanne Gorsuch, 220 North Chestnut St., Jefferson, IA 50129, (515) 386-3111. Written comments must be received no later than January 24, 2023 at 4:00 P.M.

RESOLUTION NO.

A RESOLUTION TO SET PUBLIC HEARING FOR
ANNUAL MAXIMUM PROPERTY TAX LEVY

WHEREAS, pursuant to Section 384.15A of the Code of Iowa, the City of Jefferson is required to adopt a resolution establishing the total maximum property tax dollars that may be certified for levy;

WHEREAS, a public hearing on the resolution shall be held on the aforementioned resolution, and published and posted pursuant to the requirements of Section 384.15A(4)(a) of the Code of Iowa;

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

Section 1. The City Council shall meet at the Municipal Center in Jefferson, Iowa, on January 24, 2023, at 5:30 p.m., at which time and place a public hearing shall be held on the establishment of the total maximum property tax dollars that may be certified for the levy.

Section 2. The City Clerk of the City of Jefferson has published notice of the public hearing and the proposal one time, not less than ten days nor more than twenty days before the date of the meeting, in the Jefferson Herald, a legal newspaper published and having a general circulation within the City of Jefferson. Additionally, notice shall be posted on the City's website and City's social media accounts on the same day of publication of the notice.

Section 3. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 4. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Adopted and approved on January 10, 2023.

Matt Gordon, Mayor

Attest:

Roxanne Gorsuch, City Clerk

December 13, 2022

Chad Stevens
Code Enforcement Officer
City of Jefferson

Elle Parker
904 W. Madison St.
Jefferson, IA 50129
515-370-2283

Dear Chad Stevens,

I am writing this letter in regards to the notice to abate nuisance involving the International school bus located at 904 W. Madison St. Jefferson, IA 50129. I would like to request a hearing before the City Council to validate that the International school bus is not a junk vehicle.

The International school bus does not supersede Chapter 51 of the City of Jeffersons Code of Ordinances. I will be able to supply authentication and evidence to prove this verification.

NOTICE TO ABATE NUISANCE

Date of Notice: 12/08/2022

Date of Inspection:12/05/2022

Gloria Clifford or Resident

904 W Madison

Jefferson, IA 50129

You are hereby notified to abate a nuisance located at the above property in accordance with Chapter 50 of the City of Jefferson Code of Ordinances. Nuisances noted at the property include the following:

- **Junk Vehicle** – Defined in Chapter 51 of the Code of Ordinances as a vehicle (motor vehicle, automobile, etc.) with any of the following characteristics: broken glass; broken, loose, or missing parts; habitat for nuisance animals or insects; flammable fuel; inoperable; defective or obsolete condition.
 - Junk Vehicles observed include an **International school bus.**
- **Junk** – Defined in Chapter 51 of the Code of Ordinances as “all old or scrap copper, brass, lead, or any other non-ferrous metal; old or discarded rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber, or salvaged wood; dismantled vehicles, machinery and appliances or parts of such vehicles, machinery or appliances; iron, steel or other old or scrap ferrous materials; old or discarded glass, tinware, plastic or old or discarded household goods or hardware.”
 -

Unless the property owner requests in writing a hearing before the City Council, all nuisances must be abated, removed, or repaired before 1/01/22. Failure to take any action will result in the City abating the nuisance itself with all costs being assessed to the property owner.

Date: _____

By: _____

Chad Stevens

Time: _____

Code Enforcement Officer – City of Jefferson

220 N Chestnut St. Jefferson, IA, 50129

515-386-4660



SCHOOL BUS

EMERGENCY DOOR
DO NOT BLOCK



AUDIO VIDEO RECORDING IN USE

DIESEL

3800
T442E