

AGENDA

COUNCIL MEETING

Tuesday, April 11, 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. 3/28/23 regular Council minutes
- B. Employee salaries for 2022 calendar year.
- C. Set Public hearing for 2022-2023 budget amendments for May 23, 2023.
- D. Pay estimate #2 to Accujet, LLC of \$249,888.65 for Sanitary Sewer CIPP lining.
- E. Payment of monthly bills

IV. NEW BUSINESS:

- A. Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Costs for the 100 by 100 foot box hangar at the Jefferson Municipal Airport
- B. Consider approval of resolution approving Plans, Specifications, Form of Contract and Estimate of Costs for the 100 by 100 foot box hangar at the Jefferson Municipal Airport.
- C. Consider approval of grant contract with Iowa Finance Authority of \$500,000 for Wastewater Treatment Plant improvements
- D. Consider approval of City insurance policy with Unger Insurance.
- E. Consider approval of Administrative contract with Region XII for CDBG at 100 E State Street
- F. Consider approval of resolution on Code of Conduct Policy for CDBG funding
- G. Consider approval of resolution on Prohibition on use of excessive force for CDBG funding
- H. Consider approval of resolution on RARA policy for CDBG funding.
- I. Consider approval of extension of IEDA contract #20-CVN-008 until May 31, 2024 with Pub Adventures

V. REPORTS:

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

VI. ADJOURN.

AGENDA SUMMARY

DATE 4/11/23

NEW BUSINESS

- A. **Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Costs for the 100 by 100 foot box hangar at the Jefferson Municipal Airport.**
- B. **Consider approval of resolution approving Plans, Specifications, Form of Contract and Estimate of Costs for the 100 by 100 foot box hangar at the Jefferson Municipal Airport.**
- C. **Consider approval of grant contract with Iowa Finance Authority of \$500,000 for Wastewater Treatment Plant improvements.** Attached
- D. **Consider approval of City insurance policy with Unger Insurance.** Reviewed by Finance Committee. Total premium for 2023 of \$262,531 is and increase of 5.2% from 2022. Information attached
- E. **Consider approval of Administrative contract with Region XII for CDBG at 100 E State Street.** Attached
- F. **Consider approval of resolution on Code of Conduct Policy for CDBG funding.** Attached
- G. **Consider approval of resolution on Prohibition on use of excessive force for CDBG funding.** Attached
- H. **Consider approval of resolution on RARA policy for CDBG funding.** Attached
- I. **Consider approval of extension of IEDA contract #20-CVN-008 until May 31, 2024 with Pub Adventures.** The City received the funds for a project consisting of renovations necessary to develop six housing units on the second floor of the building located at 123 North Chestnut Street, Jefferson. The project construction is substantially complete, and the contractors are working on punch list items. Expenditures are on track to meet the CDBG-CV program guidelines of 80% of funds spent by May 31, 2023. To allow the project the necessary time to complete the punch list work and lease up the units, the City requests an extension to the IEDA contract #20-CVN-008 until May 31, 2024.

COUNCIL MEETING

MARCH 28, 2023

5:30 P.M.

PRESENT: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

ABSENT: None

Mayor Gordon presided.

No citizens spoke during Open Forum.

On motion by Wetrich, second by Jackson, the Council approved the following consent items: March 14, 2023 Council Minutes, sewer adjustment of \$249.53 for property located at 105 North Walnut Street, hire Dave Davis part time for golf course mowing at \$15/hr., pay estimate #15 of \$1,750 of CDBG funds for 200 E State Street, and History Boy Theatre Company, Special Class C Retail License.

AYE: Ahrenholtz, Jackson, Sloan, Wetrich, Zmolek

NAY: None

On motion by Sloan, second by Jackson, the Council approved of the street closing for the Market 2 Market Relay on Saturday May 20, 2023. Approximately 3 a.m. – 9:30 a.m. street full closure is Lincoln Way between Wilson Avenue and Locust Street. All the side streets between Locust and the Raccoon River Valley Trail are locations that volunteers will staff race day and wave and hold cars through.

AYE: Jackson, Sloan, Wetrich, Zmolek, Ahrenholtz

NAY: None

RESOLUTION NO. 17-23

On motion by Wetrich, second by Zmolek, the Council approved Resolution No. 17-23, a resolution setting date for Public Hearing on Detailed Plans and Specifications, Form of Contract, and Estimate of Cost for the Jefferson Municipal Airport Box Hangar Construction Project and Setting Date for Receiving Bids. The public hearing date has been set for April 25, 2023 at 5:30 p.m.

AYE: Ahrenholtz, Zmolek, Wetrich, Sloan, Jackson

NAY: None

There being no further business the Council agreed to adjourn at 5:36 p.m.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

RESOLUTION NO. -23

RESOLUTION APPROVING EMPLOYEE SALARIES FOR CALENDAR YEAR
2022

WHEREAS, the City of Jefferson Wage and Benefit Committee has met to consider Salaries for the City of Jefferson employees, and

WHEREAS, the City of Jefferson has paid the following salaries for the calendar year 2021 for the City of Jefferson employees:

Behrens, Jeremy C.	\$61,574.99
Bigler, Bohden D.	\$56,354.74
Brenner, Jamie R.	\$53,776.65
Brophy, Janelle A.	\$29,826.94
Clouse, Mark A.	\$70,460.59
Johnson, Nicholas D.	\$52,648.24
Kroeger, Jason J.	\$60,951.87
Wolterman, Mark N.	\$52,689.66
Bauer, Derrik M.	\$1,828.89
Black, Chad A.	\$1,090.00
Campbell, Benjamin K.	\$1,805.00
Carman, Amelia M.	\$605.00
Chargo, Dallas G.	\$860.00
Cunningham, Eldon D.	\$1,420.00
Eliserio, Eric J.	\$820.00
Fester, Jacob W.	\$1,555.00
Fester, Timothy W.	\$2,020.00
Ganoe, Jamie L.	\$2,760.00
Goughnour, Jeremiah J.	\$1,845.00
Hadley, Robert A.	\$740.00
Hermansen, Jesse D.	\$1,070.00
Hoyle, Bryce E.	\$1,670.00
Lamaak, Justin J.	\$2,005.00
Lawson, Robert E.	\$2,189.99
Newby, Robert J.	\$1,760.00
Olson, Shawn T.	\$1,385.00
Rogers, Larry W.	\$1,455.00
Scheffler, Steven A.	\$1,255.00
Schiltz, Sean P.	\$2,161.87
Schiltz, Sydney A.	\$1,135.00
Semke, Ted L.	\$385.00
Shriver, Colin D.	\$100.00
Wahl, Michael J.	\$1,050.00
Weber, Scott R	\$2,225.00

Williams, Jack J.	\$4,005.00
Morlan, David M.	\$73,961.84
Byriel, Joanne M.	\$4,653.97
Contner, Judy K.	\$669.93
Curtis, Hannah L.	\$1,733.00
Hall, Stephanie A.	\$20,759.75
Hamilton, Margaret	\$2,369.94
Jensen, Carrie S.	\$5,004.69
Johnson, Veronica A.	\$2,695.39
Lansman, Marilyn P.	\$6,604.82
Lowmiller, Tyler J.	\$385.00
Millard, Jane E.	\$51,298.54
Mohler, Judith E.	\$2,043.84
Mount, Bailey D.	\$17,773.36
Pettit, Darrell G.	\$3,897.38
Schwery, Sarah D.	\$14,568.15
Sharpe, Janice A.	\$1,405.28
Stehn, Diana L.	\$11,867.55
Whitver, Kathryn A.	\$249.00
Wind, Brian P.	\$1,810.50
Onken, Duane R.	\$54,686.61
Brant, Lois R.	\$8,333.27
Carstens, Lane E.	\$3,398.31
Clark, Katelyn A.	\$660.00
Cullum, Riley J.	\$729.00
Danielson, Gary F.	\$2,497.88
Dowling, Sally L.	\$389.25
Hammen, Dennis L.	\$50,446.47
Jacobson, Abby A.	\$157.50
Kerr, Mailee	\$3,071.38
Kinsey, Madison L.	\$2,406.00
Kral, Nathan R.	\$37,047.82
McGraith, Corey M.	\$4,065.14
Monthei, Hallie G.	\$303.75
Monthei, Kelly M.	\$7,379.65
Nugent, Paul E.	\$2,696.72
Rohner, Emily N.	\$210.00
Rossmann, Aubrey L.	\$168.00
Sumner, Disiree M.	\$2,989.35
Telleen, Samantha E.	\$183.43
Ausberger, Nathan L.	\$3,304.36
Behne, Nathan J.	\$1,581.08
Black, Nathan A.	\$3,579.71
Buxton, Allie R.	\$479.19

Carlson, Eliza C.	\$1,535.38
Cunningham, Chanlyn C.	\$1,562.43
Ewalt, Emma M.	\$1,525.88
Hooper, Ilse A.	\$3,137.26
Jablonski, Ava S.	\$1,413.76
Johnston, Taylor M.	\$1,023.75
Kaufman, Blake M.	\$2,242.02
Kaufman, Taylor F.	\$1,086.75
McCarthy, Madeline M.	\$1,872.00
Mikkelsen, Margaret E.	\$1,767.19
Miller, Jesse J.	\$1,881.75
Pound, Anna L.	\$4,341.62
Rumley, Michael R.	\$784.13
Ruzicka, Brynley K.	\$1,630.69
Schmidt, Samantha K.	\$4,567.25
Strennen, Camden J.	\$1,077.38
Telleen, Maya E.	\$942.75
Thompson, Zachary M.	\$3,327.63
Adcock, Wade	\$774.00
Aubrey, Jordan N.	\$6,620.00
Block, Elijah C.	\$27,992.26
Block, Jadon A.	\$6,600.00
Cartwright, Jeremy A.	\$1,437.00
Cervený, Jason C.	\$1,383.58
Destival, David A.	\$27,687.55
Labath, William J.	\$3,510.00
Davis, David L.	\$17,357.68
Fisher, Eric M.	\$32,458.56
Ahrenholtz, Harry E.	\$1,180.75
Gordon, Matthew J.	\$4,498.08
Jackson, Darren F.	\$1,124.52
Palmer, Michael S.	\$103,105.22
Sloan, David L.	\$1,380.00
Wetrich, Matthew T.	\$1,236.97
Zmolek, Patrick M.	\$1,236.97
Gorsuch, Roxanne R.	\$46,738.49
Morlan, Sarah E.	\$38,100.36
Richardson, Joyce D.	\$33,555.41
Stevens, Chad M.	\$55,138.66
McDowell, Bill D.	\$49,654.95
Robbins, Rodney A.	\$48,601.54
Teeples, David M.	\$61,278.35
DeMoss, Kyle R.	\$48,845.28
Monthei, Anthony R.	\$19,594.73

Murphy, Marty E.	\$61,714.66
Teeples, Michael D.	\$13,679.06
Moranville, Daniel J.	\$61,777.18
Olson, Shawn C.	\$46,767.20
Teed, Mickey L.	\$13,162.50
Hostetler, Paul D.	\$55,581.23
Schmidt, Kenneth D.	\$49,582.62
Wallace, Michael C.	\$46,079.66
Curtis, Kent C.	\$46,402.68

NOW, THEREFORE, BE IT RESOLVED THAT THE City Council of the City of Jefferson approved the salaries for the City of Jefferson employees from January 1, 2022 - December 31, 2022 as they are listed in this resolution.

PASSED AND ADOPTED this day of April 11, 2023.

Matt Gordon, Mayor

Roxanne Gorsuch, City Clerk

Contractor's Application for Payment

Owner: <u>CITY OF JEFFERSON, IOWA</u>	Owner's Project No.: _____
Engineer: <u>BOLTON & MENK, INC.</u>	Engineer's Project No.: <u>0A1.128835</u>
Contractor: <u>ACCUJET, LLC</u>	Agency's Project No.: _____
Project: <u>2022 SANITARY SEWER CIPP LINING, CITY OF JEFFERSON, IOWA</u>	
Contract: _____	
Application No.: <u>2</u>	Application Date: <u>3/31/2023</u>
Application Period: From <u>2/25/2023</u> to <u>3/31/2023</u>	

1. Original Contract Price	\$	335,835.00
2. Net Change By Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	335,835.00
4. Total Work Completed and Materials Stored To Date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	321,623.00
5. Retainage		
a. <u>5%</u> X \$ <u>321,623.00</u> Work Completed	\$	16,081.15
b. <u>5%</u> X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	16,081.15
6. Amount Eligible To Date (Line 4 - Line 5.c)	\$	305,541.85
7. Less Previous Payments	\$	55,653.20
8. Amount Due This Application	\$	249,888.65

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: ACCUJET, LLC, 913 EVELYN STREET, PERRY, IA 50220

Signature: _____	Date: _____
Name: <u>Chrissy Danger</u>	Title: <u>Project Manager</u>

Recommended by Engineer: <u>BOLTON & MENK, INC.</u> <u>300 W. MCKINLEY STREET, JEFFERSON, IA 50129</u>	Approved by Owner: <u>CITY OF JEFFERSON</u> <u>220 N. CHESTNUT STREET, JEFFERSON, IA 50129</u>
By: _____	By: _____
Name: <u>James D. Leiding, P.E.</u>	Name: <u>Matt Gordon</u>
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: _____	Date: _____

March 30, 2023

Mike Palmer
220 North Chestnut Street
Jefferson, IA 50129
michaelp@cityofjeffersoniowa.org

VIA Email

Subject: Wastewater and Drinking Water Treatment Financial Assistance Program
City of Jefferson Wastewater Treatment Project
Contract # WTFAP 23-09

Dear Mr. Palmer:

Attached is the grant contract for the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP). Please have the contract signed and return a copy to us and retain a copy for your records. This can be scanned and emailed. An original copy does not need to be mailed.

The purpose of the program is to provide financial assistance to enhance water quality. Financial assistance under the program shall be used for eligible costs to install or upgrade wastewater treatment facilities and systems, drinking water treatment facilities and systems, including source water protection projects, and for engineering or technical assistance for facility planning and design.

The City of Jefferson has been awarded a grant of \$500,000 in this year's funding round.

Your community currently has an SRF Loan (Loan ID C1326R) with an outstanding balance of \$798,750. We can apply these grant funds to your next disbursement request. We can coordinate using grants funds first before continuing to use loans funds for the remainder.

Please don't hesitate to contact Tracy Scebold or me with any questions.

Sincerely,



Aaron Smith
Chief Bond Programs Director

Enclosure

cc: Tracy Scebold, IFA
Nichole Hansen, IFA

**Iowa Finance Authority
Wastewater and Drinking Water Treatment
Financial Assistance Program
(WTFAP)
Grant Contract**

WTFAP CONTRACT NUMBER: 23-09

RECIPIENT: City of Jefferson

AWARD AMOUNT: \$500,000

THIS WASTEWATER AND DRINKING WATER TREATMENT FINANCIAL ASSISTANCE PROGRAM (WTFAP) GRANT CONTRACT is made by and between the IOWA FINANCE AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IFA") and the CITY OF JEFFERSON, the ("Recipient"), effective as of the date stated above.

WHEREAS, the Authority is directed by statute to receive, administer, and disburse WTFAP funds; and

WHEREAS, Iowa Code section 16.134(10) created a water quality financing review committee (the "Committee"), describes its membership and charges the Committee with reviewing and approving or denying applications for financial assistance under the WTFAP Program; and

WHEREAS, the Recipient submitted an application for funding to the Authority and the Committee has approved the application; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes, primarily to assist with improvements to a drinking water or wastewater system to enhance water quality; and

WHEREAS, in approving the Application the Committee has relied upon the representations of proposed Project activities, cost estimates, and other material information contained therein.

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **COMMUNITY.** "Community" means a city, county, sanitary district, rural water district, or other governmental body empowered to provide sewage collection and treatment services or drinking water distribution and treatment in connection with a project. "Community" includes a utility

management organization formed under Iowa Code chapter 28E or operated by a rural water system organized under Iowa Code chapter 357A or 504.

- 1.2 **CONTRACT.** "Contract" means this grant agreement.
- 1.3 **GRANT.** "Grant" means the award of WTFAP funds to the Recipient for Project activities.
- 1.4 **PROJECT.** "Project" means the acquisition, construction, reconstruction, extension, equipping, improvement or rehabilitation of any works and facilities useful for the collection, treatment, and disposal of sewage and industrial waste in a sanitary manner and for drinking water infrastructure improvements, source water protection, and other activities intended to facilitate public water supply system compliance and public health protection, as described in Exhibit B, Recipient's WTFAP Application approved by the Committee and in Exhibit A, Project Description and Budget.
- 1.5 **WTFAP.** "WTFAP" means the wastewater and drinking water treatment financial assistance program created in Iowa Code 16.134.

ARTICLE 2 **FUNDING**

- 2.1 **FUNDING SOURCE.** The source of funding for the Grant are funds legally available to the Water Quality Financial Assistance Fund created in Iowa Code 16.134A.
- 2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient State funds for the WTFAP. Any termination, reduction, or delay of state funds to the Authority shall, at the option of the Authority, result in the termination, reduction, or delay of state funds to the Recipient.

ARTICLE 3 **USE OF FUNDS**

- 3.1 **GENERAL.** The Recipient shall complete the Project as described in Exhibit A, Project Description and Budget in a satisfactory and proper manner, as determined by the Authority.
- 3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid under this Contract for costs attributed to the Project shall not exceed the Award Amount.

ARTICLE 4 **CONDITIONS TO GRANT AND DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

- 4.1 **PERMITS AND LICENSES.** The Recipient has received all licenses, permits, and approvals of all Federal, state, and local governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. The Authority reserves the right to withhold funds until it has reviewed and approved all material, including permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

4.2 **DISBURSEMENTS.** Proceeds of the Grant shall be made available to the Recipient in the form of one or more periodic disbursements. The Recipient shall request disbursements in a manner approved by the Authority. "Allowable expenses" shall mean costs directly incurred by the Recipient for the design, development, or construction of the Project. Expenses shall be documented in a manner acceptable to the Authority. Each Disbursement Request Form shall be signed by an authorized officer or employee of the Recipient.

4.3 **AUTOMATED CLEARINGHOUSE.** Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Authority, funds shall be payable via automated clearinghouse system transfer, to the account specified by the Recipient.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

5.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board or council for the execution and delivery of the Contract, have been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter and related materials, and no material adverse change has occurred since the Application was submitted to the Authority.

5.4 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for WTFAP funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted the Application to the Authority.

5.5 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever its right to execute the Contract or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

5.6 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

ARTICLE 6

COVENANTS OF THE RECIPIENT

6.1 **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. Records must be maintained for five (5) full years from the date of completion the Project.

6.2 **ACCESS TO RECORDS/INSPECTIONS.** The Recipient agrees to permit the Authority or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of applicable laws and program rules. The Recipient agrees to provide the Authority, the Iowa Department of Natural Resources, and their agents access to the Project site at all times during the construction process to verify that the funds are being used for the purpose intended and that the construction work meets applicable state and federal requirements.

6.3 **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in this Contract, Exhibit A, Project Description and Budget, Exhibit B, Recipient's WTFAP Application and as approved by the Authority.

6.4 **NOTICE TO AUTHORITY.** In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

6.5 **MAINTENANCE OF PROJECT PROPERTY AND INSURANCE.** The Recipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient shall pay for and maintain insurance as is customary in the State of Iowa for entities such as the Recipient.

6.6 **REPORTS.** The Recipient shall report on progress towards completion of the Project. The reports shall be in a form and content specified by the Authority.

6.7 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders.

6.8 **INDEMNIFICATION.** The Recipient agrees to be responsible for any and all claims for wrongful death, personal injury or property damage arising from activities under this Contract and resulting directly from the negligence or wrongful acts or omissions of the Recipient or its employees acting within the scope of their employment.

ARTICLE 7
DEFAULT, REMEDIES, AND TERMINATION

7.1 **DEFAULT.**

7.1.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute cause for the Authority to declare the Recipient in default of its obligations under this Contract: a) non-performance; b) use of Grant Funds for activities not described in Exhibit A, Project Description and Budget; c) failure to begin construction of the Project within one year after the date of final execution of the Contract; d) failure to complete Project in a timely manner; e) failure to comply with any applicable state or federal rules, regulations, or laws; f) the lack of continuing capacity of the Recipient to carry out the approved project in a timely manner; g) material misrepresentation made by or on behalf of the Recipient in connection with the Award of grant funds h) breach of any term of this Contract.

7.1.2 **Notice of Default.** The Authority shall issue a written notice of default providing therein a thirty (30) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.1.3 Default Remedies. When a default has occurred and is not cured within the required time period, the Authority may, after written notice to the Recipient:

- a. Suspend or reduce pending and future disbursements;
- b. Require repayment of all grant funds; or
- c. Terminate this Contract.

7.1.4 Disputes. If the Recipient disagrees with the Authority's withholding of funds, the Recipient may request a formal review of the action, in accordance with 265 Iowa Administrative Code 28.4(3). The Recipient must submit a request in writing to the executive director of the Authority within 30 days of notification by the Authority of its planned action.

7.2 TERMINATION.

7.2.1 This Contract may be terminated in the following circumstances:

- a. As a result of the Recipient's default as defined in Article 7.2 and failure to cure within the time period provided;
- b. As a result of the termination or reduction of funding to the Authority or the deauthorization of the Authority to engage in activities or conduct business under this Contract; or
- c. Upon written mutual agreement by all parties to terminate the Contract.

7.2.2 Events Upon Termination. If this Contract is terminated by written mutual agreement of the parties, the Authority and Recipient shall negotiate the terms of winding down the Project under this Contract. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. The Authority shall establish a repayment schedule for funds already disbursed to the Recipient. The Authority shall pay only those amounts, if any, due and owing to Recipient up to and including the date of termination of the Contract and for which the Authority is obligated to pay pursuant to this Contract; Recipient shall cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs.

ARTICLE 8 **GENERAL PROVISIONS**

8.1 AMENDMENTS. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

8.2 THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Authority and the Recipient.

8.3 CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be the Iowa District Court for Polk County, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or

liability including without limitation sovereign immunity in State or Federal court, which may be available to the Authority or the State of Iowa.

8.4 **INTEGRATION.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

8.5 **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

8.6 **NOT A JOINT VENTURE.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent party contracting for the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

8.7 **SUPERSEDES FORMER CONTRACTS OR AGREEMENTS.** This Contract supersedes all prior Contracts or Agreements between the Authority and the Recipient for the services provided in connection with this Contract.

8.8 **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Authority and the Recipient, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

8.9 **NOTICE.**

8.9.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as set forth as follows:

If to the Authority: Iowa Finance Authority
Attn: Aaron Smith
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
Aaron.Smith@IowaFinance.com

If to the Recipient: City of Jefferson
Attn: Mike Palmer
220 North Chestnut Street
Jefferson, IA 50129
michaelp@cityofjeffersoniowa.org

8.9.2 Each such notice shall be deemed to have been provided:

8.9.2.1 At the time it is actually received; or,

8.9.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

8.9.2.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

8.9.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

8.10 **CUMULATIVE RIGHTS.** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

8.11 **SEVERABILITY.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

8.12 **AUTHORIZATION.** Each party to this Contract represents and warrants to the other parties that:

8.12.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

8.12.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

8.13 **SUCCESSORS IN INTEREST.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

8.14 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:

8.14.1 Exhibit A, Project Description and Budget

8.14.2 Exhibit B, Recipient's WTFAP Application

8.15. **ORDER OF PRIORITY.** In the event of a conflict between documents, the following order of priority shall be applied:

8.15.1 Article 1 of this Contract

8.15.2 Exhibit A, Project Description and Budget

8.15.3 Exhibit B, Recipient's WTFAP Application

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT:

BY: _____

Typed or Printed Name and Title

DATE: _____

IOWA FINANCE AUTHORITY:

BY: _____
Aaron Smith, Chief Bond Programs Director

DATE: _____

Exhibit A
Project Description and Budget

Recipient: City of Jefferson, Iowa
Award Amount: \$500,000

Project Description¹:

The City of Jefferson will be making wastewater treatment facility improvements to address aging infrastructure and plan for nutrient reduction treatment improvements that are required to be constructed and operational by June 1, 2024. The City reviewed the historical influent flows and loadings and effluent discharge loadings for the facility from 2016 through 2019 and will be addressing the recommended improvements for nutrient removal that were provided in a Nutrient Reduction Feasibility Report.

Budget:

Sources of Funds	Amount
2022 WTFAP ²	\$500,000
CDBG	
USDA – Grant	
USDA – Loan	
SRF Loan	15,796,000
Local Funds	
Other – Specify:	
Total Sources of Funds:	\$16,296,000

Project Cost Breakdown:

Administrative, Financial & Legal Expenses	
Land and easements	
Planning & Design expenses	
Engineering construction fees	\$2,716,000
Construction	13,580,000
Equipment	
Miscellaneous	
Contingency	
Other – Specify: SRF Loan Fees	
Total Project Cost:	\$16,296,000

¹ From Application
² Awarded \$500,000

Exhibit B

Recipient's WTFAP Application

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

PROGRAM OVERVIEW

With funding provided by portion of the taxes paid on metered water, the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP) provides grants for wastewater and drinking water infrastructure projects. Awards are determined annually by a committee consisting of representatives from the Iowa Finance Authority (IFA), the Iowa Department of Natural Resources (DNR) and the Iowa Department of Agriculture and Land Stewardship (IDALS).

Priority consideration for funding is given to:

- **Disadvantaged Communities seeking financial assistance for the installation or upgrade of wastewater or drinking water treatment facilities**
 - For drinking water projects, a Disadvantaged Community defined in the same manner as that used by the Community Development Block Grant (CDBG) program (51% or more of the population served by the project have income that is considered low to moderate).
 - For wastewater projects, the Disadvantaged Community criteria can be found in Iowa Code [455B.199B](#).
- **Projects whose completion will provide significant improvement to water quality in the watershed**
- **Communities employing alternative wastewater treatment technology pursuant to Iowa Code [455B.199C](#)**
- **Communities where sewer or water rates are more than 2% of the community's median household income**
- **Communities employing technology to address the goals of the Iowa Nutrient Reduction Strategy**
- **Communities whose drinking water supply is a source water on the impaired waters list**
- **Communities whose project will improve waters on the impaired waters list**

More information can be found at IowaFinance.com.

FUNDING AVAILABILITY AND APPLICATION PROCESS

We are prepared to award approximately \$6 million available to eligible projects for the 2022 funding round. The maximum grant award is limited to \$500,000.

Applications are due Friday, October 28, 2022. Awards will be announced in December 2022.

Applications may be submitted via email or mail:

WaterQuality@IowaFinance.com

or

Iowa Finance Authority
Attn: Aaron Smith
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

Because grants are awarded annually and funds are limited, projects that do not expect to start construction before October 2023 should consider waiting until next year to apply. Projects that are in the planning and design phase should consider applying for planning assistance through:

- *USDA Planning Grants – contact your local USDA office*
- *SRF Planning and Design Loans – contact WaterQuality@IowaFinance.com*

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

APPLICANT INFORMATION

Applicant Name: City of Jefferson

Contact Person/Title: Mike Palmer, City Administrator

Street Address: 220 N Chestnut Street City: Jefferson

County: Greene Zip Code: 50129

Phone Number: (515) 386-3111 Email Address: michaelp@cityofjeffersoniowa.org

PROJECT INFORMATION

Please complete the following information about the Project.

Project Priority Category *(select all that apply)*

- 1. Disadvantaged Community installing or upgrading wastewater or drinking water treatment facilities
- 2. Project provides significant improvement to water quality in the watershed upon completion
- 3. Project employs alternative wastewater treatment technology pursuant to Iowa Code [455B.199C](#)
- 4. Sewer or water utility rates are more than 2% of the community's median household income
- 5. Project employs technology to address the goals of the Iowa Nutrient Reduction Strategy
- 6. Drinking water supply is a source water on the impaired waters list
- 7. Project improves water(s) on the impaired waters list
- 8. None of the above

Project Description

"Coffee Shop" Description: Please briefly describe the project in a way that you would to a friend over coffee (2-5 sentences; simple, easily understood terminology).

The City of Jefferson will be making wastewater treatment facility improvements to address aging infrastructure and plan for nutrient reduction treatment improvements that are required to be constructed and operational by June 1, 2024. The City reviewed the historical influent flows and loadings and effluent discharge loadings for the facility from 2016 through 2019 and will be addressing the recommended improvements for nutrient removal that were provided in a Nutrient Reduction Feasibility Report.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

Project Status

	Yes	No	N/A	Date Completed	Date Expected
Engineer Hired	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Apr-22	
PER or Plan Developed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mar-2021	
Construction Permit Issued	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Nov-2022
Construction Bids Awarded	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Nov-2022
Construction Started	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Mar-2023

PROJECT COST BREAKDOWN

Please identify the Project's anticipated costs.

Administrative, Financial & Legal expenses	
Land and easements	
Planning & Design expenses	
Engineering construction fees	\$ 2,716,000.00
Construction	\$ 13,580,000.00
Equipment	
Miscellaneous	
Contingency	
Other – Specify:	
Total Project Cost:	\$ 16,296,000.00

ANTICIPATED SOURCES OF FUNDS

Please identify the Project's anticipated sources of funds.

	Yes	No	Date of Application	Dollars Contributed
2022 WTFAP Request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oct-2022	\$ 500,000.00
CDBG	<input type="checkbox"/>	<input type="checkbox"/>		
USDA – Grant	<input type="checkbox"/>	<input type="checkbox"/>		
USDA – Loan	<input type="checkbox"/>	<input type="checkbox"/>		
SRF Loan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nov-2022	\$ 15,796,000.00
Local Funds	<input type="checkbox"/>	<input type="checkbox"/>		
Other – Specify:	<input type="checkbox"/>	<input type="checkbox"/>		
Total Sources of Funds:				\$ 16,296,000.00

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

SYSTEM INFORMATION

Please provide operating and financial information about the Utility System.

Select System:

Wastewater

Drinking Water

Annual Usage (Gallons/year): 890,000,000

Population Served by System: 4,342

Median Household Income: \$ 44,215

Click [here](#) to look up Median Household Income.

Connections and Annual Revenue by Type

	Number of Connections	Annual Revenue	Percent of System Usage
Residential	1,838	\$ 54,225.73	58.00%
Commercial	213	\$ 29,863.09	33.00%
Industrial	10	\$ 3,884.13	4.00%
Other	49	\$ 5,139.71	5.00%
Unmetered			0.00%
Total Revenue:		\$ 93,112.66	100.00%

Financial Information

Expenditures for FY 2022

Operation and Maintenance	\$ 631,000.00
Repairs	
Capital Improvement Fund	\$ 500,000.00
Other – Specify:	
Total Expenditures:	\$ 1,131,000.00

Fund Balances

Total Fund Balance	Amount Restricted	Amount Unrestricted
\$ 11,774,796.15	\$ 947,455.31	\$ 10,827,340.84

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

Existing System Debt

Revenue Bonds <i>(list below)</i>	Current Balance	Interest Rate	Year Issued	Maturity Date	Annual Payment (P & I)
2019 GO Bond	\$ 2,460,000	3%	2019	06/2039	\$ 273,800
2021 IA GO Bond	\$ 2,650,000	3%	2021	06/2035	\$ 513,300
2021B GO Bond	\$ 1,255,000	3%	2021	06/2030	\$ 233,077
Other Debt Payable from System Revenues					
Totals:	\$ 6,365,000				\$ 1,020,177

User Rates

	Yes	No
Will you need to increase rates to pay for this project?	✓	
Have ordinances related to increasing rates been adopted for financing this project?	✓	

- Please submit a copy of the most recent user charge ordinance with this application.
- If you applied for CDBG, please submit LMI documentation.
- If you applied for disadvantaged status, please submit the determination letter from DNR.

PROFESSIONAL CONSULTANTS

Please provide information about the professional consultants assigned to the Project.

Project Engineer

Firm Name: Bolton & Menk

Contact Person: Katie Sterk

Phone Number: (515) 520-9037 Email Address: kathryn.sterk@bolton-menk.com

Municipal Advisor/Financial Consultant (if applicable)

Firm Name: Piper Sandler

Contact Person: Tim Oswald

Phone Number: (612) 303-6000 Email Address: timothy.oswald@psc.com

Other Consultants (if applicable)

Firm Name: Dorsey-Whitney Role: Bond Counsel

Contact Person: _____

Phone Number: (515) 283-1000 Email Address: _____

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

Complete this section if you are applying for assistance under the following priority areas:

- **Projects whose completion will provide significant improvement to water quality in the watershed**
- **Community whose drinking water supply is a source water on the impaired waters list**
- **Community whose project will improve waters on the impaired waters list**

Identify the watershed and/or waterbody the project will improve:

Identify the current impaired use/s and cause/s of the impairment/s to the waterbody the project improves:

Briefly describe how the project will improve water quality in the watershed or address the specific impairment/s to the waterbody:

Discuss project location, land ownership and plans for acquiring properties or easements, if applicable.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

Complete this section if you are applying for assistance under the following priority area:

- Community employing alternative wastewater treatment technology pursuant to Iowa Code 455B.199C

Please note that in addition to Iowa Code 455B.199C, “alternative technology” could also mean a commonly used technology that has been proven effective and reliable for its intended purpose but is not included in the [Iowa Wastewater Facilities Design Standards](#).

Explain the alternative wastewater treatment technology being used:

Please submit documentation with this application demonstrating that the alternative wastewater technology has been approved by DNR pursuant to Iowa Code 455B199C.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding

Complete this section if you are applying for assistance under the following priority area:

- **Community employing technology to address the goals of the Iowa Nutrient Reduction Strategy**

Explain the technology being used and how it reduces nutrients to help address the goals of the Iowa Nutrient Reduction Strategy:

Compared to the existing facility, the proposed BPCA alternative will decrease the current and future degradation of the North Raccoon River. The proposed improvements will remove TN and TP as required by the Iowa Nutrient Reduction Strategy, and the facility will be designed to meet 20- year projected flows and loadings.

Over the next two permitting periods (5-10 years), increasingly stringent discharge limits for TN and TP are anticipated. To accommodate stricter future discharge limits, the wastewater treatment facility improvements will be designed with provisions for future facility and process control modifications for partial nitrogen and phosphorus removal. The City of Jefferson submitted, and the DNR approved the Nutrient Reduction Strategy Feasibility Study report on November 30, 2017. This report outlined a recommended strategy for total nitrogen and total phosphorus effluent reduction. The recommended strategy outlined in the Feasibility Study was Biological Nitrogen and Chemical Phosphorus Removal. The NPDES draft permit states that the construction of the recommended strategy needs to be completed by June 1, 2024. After construction completion, total nitrogen and total phosphorus discharge limits will be established after eighteen months of new treatment process operations as per the Iowa Nutrient Reduction Strategy provisions.

The proposed base pollution control alternative (BPCA) will reduce the current and future degradation of the North Raccoon River compared to the existing system through lower ammonia, total nitrogen, and total phosphorus loadings, and improved disinfection. The improved activated sludge treatment facility will be designed to meet 20-year projected design flows and loadings, including nutrient removal of nitrogen and phosphorus as required by the Iowa Nutrient Reduction Strategy.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

2022 Application for Funding – Minority Impact Statement

Pursuant to [Chapter 8](#) of the Iowa Code, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the State's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose a statement below that pertains to this grant application. Complete all the information requested for the chosen statement.

The proposed project funded by this grant could have a disproportionate or unique positive impact on minority persons.

Briefly describe the positive impact expected from this project:

Indicate which group(s) are expected to be impacted:

Women
Blacks
Latinos

Persons with a Disability
American Indians
Pacific Islanders

Asians
Alaskan Native Americans
Other

The proposed project funded by this grant could have a disproportionate or unique negative impact on minority persons.

Briefly describe the negative impact expected from this project:

Indicate which group(s) are expected to be impacted:

Women
Blacks
Latinos

Persons with a Disability
American Indians
Pacific Islanders

Asians
Alaskan Native Americans
Other

Present the rationale for the existence of the proposed project:

Provide evidence of consultation with representatives of the minority groups impacted:

The proposed project funded by this grant is not expected to have a disproportionate or unique impact on minority persons. Briefly present the rationale for determining no impact:

This project will be a benefit to the entire community and will not target only a specific minority persons. This project is community-wide.

Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP)

Minority Impact Statement

The undersigned is duly authorized to apply for this grant on behalf of the Applicant. The Applicant declares under penalty of law that all facts given, and information attached are true and correct. The Applicant authorizes IFA to verify all information.



Authorized Signature

Mike Palmer

Printed Name

City Administrator

Title

10/28/2022

Date

All applications are due Friday, October 28, 2022

Signed Applications may be emailed or mailed.

WaterQuality@IowaFinance.com

or

Iowa Finance Authority
Attn: Water Quality
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

ORDINANCE NO. 614
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)
2023-24	\$16.54	\$6.98
2024-25	\$18.36	\$7.74
2025-26	\$20.38	\$8.59
2026-27	\$22.62	\$9.53
2027-28	\$25.11	\$10.58

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 September 27, 2022.



Matt Gordon, Mayor

Attest:


Roxanne Gorsuch, City Clerk

I hereby certify that the foregoing ordinance was published in The Jefferson Herald on
October 6, 2022.



Roxanne Gorsuch, City Clerk



IAMU Safety Group 2022 Dividend to Members

Congratulations to member cities and utilities of the IAMU Safety Group Insurance Program! We are pleased to announce that our members will again receive a significant portion of their premium returned to them in the form of a dividend. The enclosed check represents your portion of the total 2022 dividend of **\$1,698,673**.

The dividend is a unique feature of the Safety Group program, allowing any excess premiums to be returned to members based on the overall results experienced by the program. A portion of the dividend is also utilized by IAMU to support the risk management services they extend to members.

The dividend is calculated each year using a pre-established formula using premium dollars collected and claim payments made over the three most recent policy years. Cities and utilities who place their Workers' Compensation coverage in the program and have experience mods under 1.00 are rewarded with a larger portion of the group dividend.

Enclosed you will find a copy of the detailed dividend calculation. The program continues to grow but has seen increased levels of claim activity in recent years. In order to maintain dividend payments, we strongly encourage all Safety Group members to continue to put an emphasis on loss control efforts and to utilize the resources available through IAMU and EMC.

We appreciate the continued loyalty and strong support for the program shown by cities and utilities across the state. Please don't hesitate to contact us with any comments, questions, or concerns.

For the IAMU Trust Committee:

John Bilsten, Algona
Chairman

Brad Honold, Coon Rapids
Trustee

Steve Pick, Spencer
Trustee

Program Partners:

Troy DeJoode, Executive Director
IAMU

Janelle Friedman, President
Jester Insurance

Tanya Wentzel, Branch V.P.
EMC Companies



IAMU Safety Group 2022 Dividend Calculation

Package Portion

April 1, 2021 to March 31, 2022

Premiums	\$21,915,208		
Subtract retention	<u>-8,546,931</u>		
	13,368,277		
Subtract losses and expenses	<u>-9,228,589</u>		
Dividend	\$4,139,688	÷3 =	\$1,379,896

April 1, 2020 to March 31, 2021

Premiums	\$19,266,300		
Subtract retention	<u>-7,513,857</u>		
	11,752,443		
Subtract losses and expenses	<u>-20,517,294</u>		
Dividend	(\$8,764,851)	÷3 =	(\$2,921,617)

April 1, 2019 to March 31, 2020

Premiums	\$16,969,977		
Subtract retention	<u>-6,618,291</u>		
	10,351,686		
Subtract losses and expenses	<u>-5,966,442</u>		
Dividend	\$4,385,244	÷3 =	\$1,461,748

TOTAL PACKAGE PORTION:	\$1,379,896
	(\$2,921,617)
	\$1,461,748
	<u>(\$79,973)</u>

WORKERS' COMPENSATION PORTION

April 1, 2021 to March 31, 2022

Premiums	\$7,010,585		
Subtract retention	<u>-2,173,281</u>		
	4,837,304		
Subtract losses and expenses	<u>-1,129,562</u>		
	\$3,707,742	÷ 3 =	\$1,235,914

April 1, 2020 to March 31, 2021

Premiums	\$6,742,682		
Subtract retention	<u>-2,090,231</u>		
	4,652,451		
Subtract losses and expenses	<u>-3,685,708</u>		
	\$966,743	÷ 3 =	\$322,248

April 1, 2019 to March 31, 2020

Premiums	\$6,722,157		
Subtract retention	<u>-2,083,869</u>		
	4,638,288		
Subtract losses and expenses	<u>-3,976,835</u>		
	661,453	÷ 3 =	\$220,484

TOTAL WORKERS COMPENSATION PORTION:	\$1,235,914
	\$322,248
	<u>\$220,484</u>
	<u>\$1,778,646</u>

COMBINED CALCULATION:

PACKAGE:	(\$79,973)
WORKERS' COMPENSATION:	<u>\$1,778,646</u>
TOTAL DIVIDEND:	<u>\$1,698,673</u>

IOWA ASSOCIATION OF MUNICIPAL UTILITIES

INSURANCE TRUST ACCOUNT

1735 NE 70TH AVENUE
ANKENY, IA 50021-9353

COMMUNITY STATE BANK
DES MOINES, IOWA 50316

17184

72-1011/739

1/12/2023

COPY

PAY TO THE ORDER OF City of Jefferson

\$ **7,561.00

Seven Thousand Five Hundred Sixty-One and 00/100***** DOLLARS

City of Jefferson
220 North Chestnut Street
Jefferson, IA 50129

Long M D Jacobs
[Signature]



MEMO Insurance Trust Dividend - 2022

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈017184⑈ ⑆073910114⑆7793035770⑈

IOWA ASSOCIATION OF MUNICIPAL UTILITIES
INSURANCE TRUST ACCOUNT
City of Jefferson

17184

Date	Type	Reference	Original Amt.	Balance Due	1/12/2023 Discount	Payment
1/12/2023	Bill	Dividend 2022	7,561.00	7,561.00		7,561.00
					Check Amount	7,561.00

CSB Operating/Swee Insurance Trust Dividend - 2022 7,561.00

Unger Insurance, Ltd.

103 E. LINCOLNWAY • P.O. BOX 191 • JEFFERSON, IOWA 50129
PHONE 515-386-4156
FAX 515-386-8471

City of Jefferson

Insurance 04/01/23 to 04/01/24

	2022	2023
Total Premium	247,461	262,531
Property	77,580	107,380
Liability	20,543	23,733
Crime	130	130
Inland Marine	2,697	3,464
Automobile	30,493	31,481
Work Comp	95,403	71,691
Umbrella	7,553	8,843
Linebacker	7,019	8,836
Law Enforcement	4,293	5,345
Cyber Liability	1,750	2,114

Total premium has increased by \$15,070, or 5.2%

The 2023 blanket property coverage limit is \$48,532,142, an increase of \$13,326,857 or 37.9%. The property insurance premium increase is \$29,800 or 38.4%. The property loss deductibles remain unchanged at \$1,000 each occurrence with a \$5,000 occurrence deductible for wind and hail.

Automobile comprehensive and collision deductibles have increased from \$250 to \$500.



The workers compensation experience modification factor is .76 effective 04/01/23. The 2022 modification factor was 1.08.

The 2023 experience modification factor is based on the following loss data:

04/01/19 to 04/01/20	6,134 paid loss and loss reserve
04/01/20 to 04/01/21	2,428 paid loss and loss reserve
04/01/21 to 04/01/22	5,270 paid loss and loss reserve

The 2024 experience modification factor will be determined by replacing the 04/01/19 to 20 loss data with the loss data from 04/01/22 to 23.

04/01/22 to 04/01/23	5,000 paid loss and loss reserve (as of 03/16/23)
----------------------	---

LOSS ANALYSIS: ALL
 EXP YR: 2019-2023

-
 POLICIES: ALL + PRIORS

ST: ALL

POL TYPE: ALL

UND: 062

TOTALS BY EXPIRATION YEAR:

EXP YR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID	LOSS RESERVES	GROSS INCUR	LOSS RECOVERY	TOTAL INCUR	I/E RATIO	CLAIM COUNT	NET PAID ALLOC	EXP
2023	247,348	235,439	0	26,084	164,600	190,684	0	190,684	81.0	17		0
2022	245,623	245,623	0	50,846	0	50,846	-3,995	46,851	19.1	18		277
2021	225,701	225,701	0	43,440	0	43,440	0	43,440	19.2	8		91
2020	194,797	194,797	0	45,717	0	45,717	0	45,717	23.5	13		182
2019	185,571	185,571	0	301,393	0	301,393	0	301,393	162.4	19		9,097
TOTAL	1,099,040	1,087,131	0	467,480	164,600	632,080	-3,995	628,085	57.8	75		9,647

TOTALS BY POLICY TYPE:

POL TYPE	YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID	LOSS RESERVES	GROSS INCUR	LOSS RECOVERY	TOTAL INCUR	I/E RATIO	CLAIM COUNT	NET PAID ALLOC	EXP
BAP	4E29171 2023	31,162	29,709	0	17,334	0	17,334	0	17,334	58.3	5		0
BAP	4E29171 2022	34,057	34,057	0	22,532	0	22,532	-3,995	18,537	54.4	7		0
BAP	4E29171 2021	29,601	29,601	0	5,468	0	5,468	0	5,468	18.5	2		0
BAP	4E29171 2020	27,721	27,721	0	2,457	0	2,457	0	2,457	8.9	2		0
BAP	4E29171 2019	23,725	23,725	0	3,865	0	3,865	0	3,865	16.3	2		0
BAP		146,266	144,813	0	51,656	0	51,656	-3,995	47,661	32.9	18		0
C IM	4C29171 2023	3,058	2,903	0	2,460	0	2,460	0	2,460	84.7	1		0
C IM	4C29171 2022	2,697	2,697	0	0	0	0	0	0	0.0	0		0
C IM	4C29171 2021	2,405	2,405	0	0	0	0	0	0	0.0	0		0
C IM	4C29171 2020	2,301	2,301	0	0	0	0	0	0	0.0	0		0
C IM	4C29171 2019	2,896	2,896	0	1,445	0	1,445	0	1,445	49.9	1		0
C IM		13,357	13,202	0	3,905	0	3,905	0	3,905	29.6	2		0
C UMB	4J29171 2023	7,547	7,196	0	0	0	0	0	0	0.0	0		0
C UMB	4J29171 2022	6,494	6,494	0	0	0	0	0	0	0.0	0		0
C UMB	4J29171 2021	5,711	5,711	0	0	0	0	0	0	0.0	0		0
C UMB	4J29171 2020	5,089	5,089	0	0	0	0	0	0	0.0	0		0
C UMB	4J29171 2019	5,211	5,211	0	0	0	0	0	0	0.0	0		0
C UMB		30,052	29,701	0	0	0	0	0	0	0.0	0		0
CPROP	4A29171 2023	78,113	74,100	0	6,290	4,600	10,890	0	10,890	14.7	3		0
CPROP	4A29171 2022	65,149	65,149	0	2,506	0	2,506	0	2,506	3.8	1		0
CPROP	4A29171 2021	61,623	61,623	0	35,544	0	35,544	0	35,544	57.7	1		0
CPROP	4A29171 2020	52,798	52,798	0	21,026	0	21,026	0	21,026	39.8	2		0
CPROP	4A29171 2019	46,895	46,895	0	28,758	0	28,758	0	28,758	61.3	2		0
CPROP		304,578	300,565	0	94,124	4,600	98,724	0	98,724	32.8	9		0

LOSS ANALYSIS: ALL

EXP YR: 2019-2023

POLICIES: ALL + PRIORS

ST: ALL

POL TYPE: ALL

UND: 062

TOTALS BY POLICY TYPE: CONTINUED

POL TYPE	YEAR	WRITTEN PREMIUM	EARNED PREMIUM	DIVDND	GROSS PAID	LOSS LOSS	LOSS RESERVES	GROSS INCUR	LOSS LOSS	LOSS RECOVERY	TOTAL INCUR	I/E RATIO	CLAIM COUNT	NET PAID ALLOC	EXP
GCR/F	4F29171 2023	130	124	0	0	0	0	0	0	0	0	0.0	0	0	0
GCR/F	4F29171 2022	118	118	0	0	0	0	0	0	0	0	0.0	0	0	0
GCR/F	4F29171 2021	118	118	0	0	0	0	0	0	0	0	0.0	0	0	0
GCR/F	4F29171 2020	118	118	0	0	0	0	0	0	0	0	0.0	0	0	0
GCR/F	4F29171 2019	148	148	0	0	0	0	0	0	0	0	0.0	0	0	0

GCR/F		632	626	0	0	0	0	0	0	0	0	0.0	0	0	0
GLOCC	4D29171 2023	20,623	19,662	0	0	0	0	0	0	0	0	0.0	2	0	0
GLOCC	4D29171 2022	20,611	20,611	0	21,924	0	21,924	0	21,924	0	21,924	106.4	5	0	0
GLOCC	4D29171 2021	17,898	17,898	0	0	0	0	0	0	0	0	0.0	2	0	0
GLOCC	4D29171 2020	17,012	17,012	0	16,100	0	16,100	0	16,100	0	16,100	94.6	5	0	0
GLOCC	4D29171 2019	18,212	18,212	0	6,529	0	6,529	0	6,529	0	6,529	35.8	5	0	0

GLOCC		94,356	93,395	0	44,553	0	44,553	0	44,553	0	44,553	47.7	19	0	0
LAW E	4G29171 2023	4,293	4,093	0	0	0	0	0	0	0	0	0.0	0	0	0
LAW E	4G29171 2022	3,447	3,447	0	0	0	0	0	0	0	0	0.0	0	0	0
LAW E	4G29171 2021	2,459	2,459	0	0	0	0	0	0	0	0	0.0	0	0	0
LAW E	4G29171 2020	1,978	1,978	0	0	0	0	0	0	0	0	0.0	0	0	0
LAW E	4G29171 2019	1,978	1,978	0	0	0	0	0	0	0	0	0.0	0	0	0

LAW E		14,155	13,955	0	0	0	0	0	0	0	0	0.0	0	0	0
LNBKC	4K29171 2023	7,019	6,692	0	0	155,000	155,000	0	155,000	0	155,000	999.9	1	0	0
LNBKC	4K29171 2022	5,424	5,424	0	0	0	0	0	0	0	0	0.0	0	0	0
LNBKC	4K29171 2021	3,818	3,818	0	0	0	0	0	0	0	0	0.0	0	0	0
LNBKC	4K29171 2020	3,116	3,116	0	0	0	0	0	0	0	0	0.0	0	0	0
LNBKC	4K29171 2019	3,888	3,888	0	0	0	0	0	0	0	0	0.0	0	0	0

LNBKC		23,265	22,938	0	0	155,000	155,000	0	155,000	0	155,000	675.7	1	0	0
WC	4H29171 2023	95,403	90,960	0	0	5,000	5,000	0	5,000	0	5,000	5.5	5	0	0
WC	4H29171 2022	107,626	107,626	0	3,884	0	3,884	0	3,884	0	3,884	3.6	5	277	0
WC	4H29171 2021	102,068	102,068	0	2,428	0	2,428	0	2,428	0	2,428	2.4	3	91	0
WC	4H29171 2020	84,664	84,664	0	6,134	0	6,134	0	6,134	0	6,134	7.2	4	182	0
WC	4H29171 2019	82,618	82,618	0	260,796	0	260,796	0	260,796	0	260,796	315.7	9	9,097	0

WC		472,379	467,936	0	273,242	5,000	278,242	0	278,242	0	278,242	59.5	26	9,647	0
=====															
TOTAL		1,099,040	1,087,131	0	467,480	164,600	632,080	-3,995	628,085	57.8	75	9,647			

LOSS ANALYSIS: ALL

EXP YR: 2019-2023

POLICIES: ALL + PRIORS

ST: ALL

POL TYPE: ALL

UND: 062

CLAIM COUNT DETAIL:

	CLAIM COUNT	GROSS PAID LOSS	LOSS RESERVES	GROSS INCUR LOSS	LOSS RECOVERY	TOTAL INCUR LOSS	NET PAID ALLOC EXP
	=====	=====	=====	=====	=====	=====	=====
TOTAL OPEN CLAIMS	5	6,789	164,600	171,389	0	171,389	109
MEDICAL ONLY \$0 INCURRED	0	0	0	0	0	0	0
MEDICAL ONLY \$1 - \$500	0	0	0	0	0	0	0
\$0 INCURRED	0	0	0	0	0	0	0
ALL OTHER	5	6,789	164,600	171,389	0	171,389	109
TOTAL CLOSED CLAIMS	70	460,693	0	460,693	-3,995	456,698	9,538
MEDICAL ONLY \$0 INCURRED	11	0	0	0	0	0	0
MEDICAL ONLY \$1 - \$500	2	635	0	635	0	635	49
\$0 INCURRED	12	1,340	0	1,340	-1,340	0	0
ALL OTHER	45	458,718	0	458,718	-2,655	456,063	9,489

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF JEFFERSON

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
IEDA CONTRACT #23-HSGU-003**

Article 1.0 IDENTIFICATION OF PARTIES. This contract is entered into by and between the Region XII Council of Governments Inc., hereinafter referred to as COG, and the City of Jefferson, hereinafter referred to as the City.

Article 2.0 STATEMENT OF PURPOSE. The City wishes to engage the COG to provide certain technical and professional services which the COG has the authority and necessary ability to perform.

Article 3.0 AREA COVERED. The COG shall perform all the work and services required under this contract in connection with and respecting the CDBG Grant awarded the City by the Iowa Economic Development Authority (IEDA) for second story apartment renovations at 100 E State St in Jefferson.

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

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

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

COG shall review each file at least monthly and COG shall assist the City staff in insuring appropriate information is contained in the offices of each. The files shall be located in the City of Jefferson City Hall, and will remain the property of the City.

PROGRAM OPERATION. The COG will assist the City with rehabilitation of a minimum of two (2) units, all within one building in accordance with the City's contract with IEDA. The COG will also provide income verification for initial lease up of tenants.

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

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

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

1. National Environmental Policy Act of 1969.
2. Federal Management Circulars 74-4 and 74-7 as they relate to the application, acceptance, and use of federal funds.
3. Executive Order #11988, relating to flood hazards.
4. Title VI of the Civil Rights Act of 1964.
5. Section 109 of the Housing and Community Development Act of 1974, as amended.
6. The Age Discrimination Act of 1975, as amended.
7. Section 504 of the Rehabilitation Act of 1973, as amended.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - a. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - c. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
 - e. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
 - f. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

- g. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
 - h. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - i. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 - j. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
 - k. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
9. Title VIII of the Civil Rights Act of 1968, as amended.
 10. Executive Order #11063, relating to fair housing.
 11. The Davis-Bacon Act.
 12. The Copeland "Anti-Kickback" Act.
 13. Contract Work Hours and Safety Standards Act.
 14. The Department of Defense Authorization Act of 1986.
 15. OMB Circular No. A-102.
 16. Lead Based Paint Hazard Elimination Final Rule.
 17. Lead Based Paint Poisoning Prevention Act.
 18. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).

CIVIL RIGHTS PROVISIONS. During the performance of this contract, the contractor agrees as follows:

1. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The COG will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The COG will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The COG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the COG's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The COG will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the COG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

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

1. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes of 1965; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).

3. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
 - a. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the

maximum extent feasible, but not in derogation of compliance with section 7(b).

4. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
5. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102, so that all reporting requirements for the City's CDBG may be fulfilled.
6. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
7. Lead-safe housing regulations, as applicable, in 24 CFR Part 35 et. al.
8. Others as applicable.

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

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

Article 5.0 **TIME PERFORMANCE.** The services of the COG are to commence as of February 15, 2023 and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before February 28, 2026.

Article 6.0 **CONDITION OF PAYMENTS.** The City will reimburse COG for services performed following the submission of invoices that are sufficient to support payment under the City's established accounting procedures. In no event will the COG receive payment for costs exceeding \$25,000 within the contract period.

Article 7.0 **ACCOUNTABILITY.** The COG shall document the expenditure of such funds in accordance with the purposes and conditions of this Contract.

Article 8.0 **AMENDMENTS.** The COG or the City, may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this contract. Any changes to the Contract which are mutually agreed upon by both the COG and the City shall be incorporated into this Contract through written amendment signed by both parties. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 9.0 **RELEASE OF DATA AND FINDINGS.** Any and all reports, information, data, findings, etc., given to, prepared, or assembled by the COG under this Contract shall not be made available to any individual or organization by the COG prior to the completion of this contract in its entirety or without advance written approval of such prior release by the City. Unless otherwise stated in Contract, the COG may release reports, information, etc., upon completion of the Contract without written approval by the City. The COG will provide information as necessary and as requested by the IEDA for the purpose of fulfilling all reporting requirements related to the CDBG program.

Article 10.0 **TERMINATION.** Upon written agreement between the City and the COG, this contract may be declared null and void, whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG proportionately for the work completed. In addition to mutual termination, the following shall constitute events of default under this agreement:

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

Article 11.0 **CUSTODY AND RETENTION OF RECORDS.** The depository for all records pertinent to the CDBG Grant will be the Clerk's Office in the Jefferson City Hall in Jefferson, Iowa. The COG may retain a copy of any of the CDBG records to facilitate administration of the program. Financial records, supporting documents, statistical records, and all other records pertinent to the grant shall be retained for a period of five years. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

The head of the Department of Housing and Urban Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the COG to make audits, examinations, excerpts, and transcripts.

The COG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the City, Department of Housing and Urban Development, the Secretary of Labor, the IEDA or their authorized representatives for purposes of investigation to ascertain compliance.

ARTICLE 12.0 **LOBBYING.** The COG certifies, to the best of our knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COG, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the COG shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
3. The COG shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 13.0 INDEMNIFICATION. The City will defend, indemnify and hold harmless the COG and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any actions under this contract.

IN WITNESS THEREFORE, the parties hereto have executed this Contract on the day and year specified below.

REGION XII COG

CITY OF JEFFERSON

BY: _____
Richard T. Hunsaker
Executive Director

BY: _____
Matt Gordon
Mayor

DATE: _____

DATE: _____

RESOLUTION # _____
CODE OF CONDUCT

This sample is for purposes of illustration only. Recipients are directed to develop and adopt individualized Conduct Codes as specified in 2 CFR Part 200.318

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of City of Jefferson engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of City of Jefferson shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or

An organization which employs, or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

City of Jefferson officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

(Recipient) has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Jefferson of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to (contact at Recipient, address and phone number of contact)

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against City of Jefferson officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this _____ day of _____, _____

(signature)

Matt Gordon, Mayor
(typed name), (title)

ATTEST:

(signature)

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, City of Jefferson has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, City of Jefferson endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, City of Jefferson hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, City of Jefferson agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration.

City of Jefferson further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that City of Jefferson has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by _____ at _____.

Adopted by the City of Jefferson this _____ day of _____, 20_____

Signed {chief elected official} _____

Matt Gordon, Mayor

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

RESOLUTION # _____

This Residential Anti-displacement and Relocation Assistance Plan (RARAP) is prepared by the City of Jefferson in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG, UDAG, and/or HOME-assisted projects.

MINIMIZE DISPLACEMENT

Consistent with the goals and objectives of activities assisted under the Act, the City of Jefferson will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305)
- Target only those properties deemed essential to the need or success of the project.

RELOCATION ASSISTANCE TO DISPLACED PERSONS

The City of Jefferson will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

ONE-FOR-ONE REPLACEMENT OF LOWER-INCOME DWELLING UNITS

The City of Jefferson will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG program in accordance with 24 CFR 42.375

Before entering into a contract committing the City of Jefferson to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Jefferson will make public by publication in a newspaper of general circulation and submit to HUD IEDA the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of low-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. NOTE: See also 24 CFR 42.375(d).
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis of concluding that each replacement dwelling unit will remain a lower-income dwelling unit for a least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375 (b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Jefferson will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

REPLACEMENT NOT REQUIRED BASE ON UNIT AVAILABILITY

Under 24 CFR 42.375 (d), the City of Jefferson may submit a request to HUD for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

CONTACTS

The City of Jefferson is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The City of Jefferson is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Passed and adopted this _____ day of _____, _____.

Matt Gordon
Mayor

ATTEST

Roxanne Gorsuch
City Clerk

Jefferson Public Library

Meeting of the Board of Trustees
Monday, April 10, 2023 6:30 PM
City Hall Council Chambers, 220 N Chestnut

NOTE: Change of Location

AGENDA

- I. Call to Order
- II. Open Forum: this is a time for any concerned citizen to speak to the trustees about an item that is not on the agenda.
- III. Approval of Minutes of Previous Meeting
- IV. Approval of Expenditures
- V. Director's Report
 - A. Monthly Circulation & Usage Reports
 - B. Year-to-Date Monthly Financial Reports
 - C. Project updates
- VI. Old Business
 - A. Personnel
 - B. Youth and adult programs – spring/summer
 - C. Director's annual performance evaluation
- VII. New Business
- VIII. Next Meeting – Monday, May 8
- IX. Adjournment