

**RESOLUTION NO. 23-04**

**A RESOLUTION BY EARLHAM TO ENGAGE THE  
ASSISTANCE OF SOUTHERN IOWA COUNCIL OF  
GOVERNMENTS**

**WHEREAS**, Earlham is a member in good standing of the Southern Iowa Council of Governments (SICOG); and

**WHEREAS**, Earlham wishes to engage SICOG to provide certain technical and professional services in connection with the proposed scope of work with the following key elements in the Comprehensive Plan Update:

- Background information - current conditions
- Outline of existing planning and past planning efforts
- Several public participation elements and activities
- Extensive mapping on our GIS system
- Population projections and analysis of future needs for water, sewer, etc.
- Development analysis, including a future land use plan and zoning and design recommendations
- Chapters about items such as housing, economic development, all kinds of public infrastructure, recreation, etc.
- Implementation chapter that outlines ways to carry out the goals identified in the plan
- Various attachments related to the planning process, such as raw survey data, etc.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the city council of the City of Earlham that SICOG shall be engaged to provide staff assistance in the above-mentioned project; and

**BE IT FURTHER RESOLVED** that the City understands and will comply with the agreed to costs of SICOG staff assistance.

**Passed, approved and adopted this 9<sup>th</sup> day of January, 2023**

\_\_\_\_\_  
Jeff Lillie, Mayor

Attest:

\_\_\_\_\_  
Mary Sue Hibbs, City Clerk

**AN AGREEMENT BETWEEN SOUTHERN IOWA COUNCIL OF GOVERNMENTS  
AND CITY OF EARLHAM, IOWA**

THIS AGREEMENT entered into this 12th day of December, 2022, by and between the Southern Iowa Council of Governments (hereinafter called SICOG) and the City of Earlham, Iowa (hereinafter called the City). It is hereby agreed by SICOG and the City as follows:

**SECTION 1. Scope of Services**

SICOG shall provide and perform the necessary services and assistance required to carry out the updating of the City's Comprehensive Plan as set out in the Scope of Services attached as Exhibit A of this agreement.

**SECTION 2. Time of Performance**

The services of SICOG shall commence on or about January 1, 2023, or at a time thereafter when convened by the Earlham Planning and Zoning Commission or the City and the entire project shall be completed on or before June 30, 2024, or at a time when completed by SICOG and the Earlham Planning and Zoning Commission.

**SECTION 3. Method of Payment**

The cost for services to the City shall be \$26,000 payable in quarterly installments of \$3,250 over 2 years plus reimbursement for mileage at the current Federal IRS reimbursement rate. This service includes one paper copy and one digital file of the final plan, and the City agrees that if additional copies of the plan are requested, they will pay SICOG an additional fee per page for copies at the SICOG's current copy rate at the time of the request.

**SECTION 4. Personnel**

SICOG represents that it has, or will secure, all personnel necessary for performing the services under SECTION 1 of this agreement.

**SECTION 5. Services to be Furnished to SICOG**

The City shall make available to SICOG the ability to meet with the Earlham Planning and Zoning Commission for an adequate number of meetings to accomplish the tasks identified in this contract; and any reports, maps, GIS data or other public documents and information it possesses which are necessary in the performance of work under this agreement.

The original contract fee shall include up to a maximum of eight (8) meetings with the City or the Planning Commission for the purpose of updating the comprehensive plan. Any additional committee, planning commission or city meetings above and beyond the scope of this contract will be charged an additional meeting fee of **\$100 per meeting**, which will help to cover SICOG's cost for time and preparation of materials (approximately 2.0 hours per meeting).

SECTION 6. Amendment of this Agreement

If, as the work progresses, major changes in the schedule, funding, scope, or total cost of the work to be performed are necessary, the modifications shall be mutually agreed upon by both the City and SICOG and shall be incorporated into this agreement through a written amendment signed by both parties. These amendment provisions shall be in effect as of the date of the amendment unless otherwise specified within the agreement.

SECTION 7. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the other party all financial and administrative records with respect to all matters covered by this agreement.

SECTION 8. Termination or Cancellation of Contracted Activities

The termination or cancellation of contracted planning activities may be initiated by either party through written notice providing an explanation for the cancellation of such planning activities. Such cancellation notice shall be provided to the party being served at least 30 days prior to the effective date of the termination of services. All reasonable costs associated with this contract and incurred up to the date of termination will be paid by the City. No payment will be made for work completed after termination of this contract.

SECTION 9. Equal Opportunity in Employment

In connection with the carrying out of this agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 213) and Amendments and regulations issued thereto.

APPROVED AS OF \_\_\_\_\_, \_\_\_\_\_.

SIGNED:

Southern Iowa Council of Governments

City of Earlham, Iowa

\_\_\_\_\_  
Beth Waddle  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Judy K. Brimm  
SICOG FINANCE DIRECTOR

\_\_\_\_\_  
CITY ADMINISTRATOR/CLERK

## EXHIBIT A

### PROPOSED SCOPE OF SERVICES EARLHAM UPDATED COMPREHENSIVE PLAN

#### Part I. Update of the Comprehensive Plan

The Earlham Comprehensive Plan will make all necessary efforts to comply with the Iowa "Smart Planning" principles. These are not mandatory currently; rather they are recommendations at the State level for future comprehensive planning efforts in the State of Iowa. In summary, the "Smart Plan" will include 13 elements being considered in a comprehensive plan:

- 1) Public Participation
- 2) Issues and Opportunities
- 3) Land Use
- 4) Housing
- 5) Public Infrastructure and Utilities
- 6) Transportation
- 7) Economic Development
- 8) Agriculture and Natural Resources
- 9) (Community) Facilities
- 10) (Community) Character
- 11) Hazards
- 12) Intergovernmental Collaboration
- 13) Implementation

In addition to the 13 elements of a Smart Plan, the comprehensive plan will also consider, and address 10 Smart Planning Principals identified by the State of Iowa. These include:

- 1) Collaboration
- 2) Efficiency, Transparency and Consistency
- 3) Clean, Renewable and Efficient Energy
- 4) Occupational Diversity
- 5) Revitalization
- 6) Housing Diversity
- 7) Community (City) Character
- 8) Natural Resources and Agricultural Protection
- 9) Sustainable Design
- 10) Transportation Diversity

#### Goals and Objectives of the Comprehensive Plan

- 1) General Goals and Policy Statements - the City's intent and desire for long range physical and geographic development
- 2) Existing and Future Land Use Maps will be created and provided to the City

#### Detailed Plan Elements

- 1) Residential Development
- 2) Commercial Development
- 3) Industrial Development
- 4) Transportation & Infrastructure
- 5) Open Space, Parks and Recreation Facilities
- 6) Community Facilities & City Services
- 7) Infrastructure and Utilities
- 8) The Natural Environment & Sustainable Development

## Part II. Implementation

Meetings and Conferences: During the period of work on the Comprehensive Plan, the SICOG staff shall attend Planning and Zoning Commission meetings and work with the City's zoning administrator to exchange ideas, explain work as it progresses, and attend public hearings. The SICOG staff shall also work and meet as needed with the zoning administrator and/or city to ensure that work on the project proceeds in a timely fashion. The City shall be responsible for ensuring that the public is notified of all meetings and are provided with a means of participation in the project.

## Part III. Report Publications

- A. Preliminary Reports - shall be prepared for all sections of the comprehensive plan. A report may cover more than one planning element. Copies of all preliminary reports or drafts will be available to members of the Planning and Zoning Commission. Additional reports and drafts requested by the City will be made available at additional cost.
- B. Final Reports - shall be bound reports prepared for the comprehensive plan. One (1) bound, paper copy and one digital file of the comprehensive plan shall be furnished to the City. Additionally, one (1) large wall map (typically 30" x 42") of the city's future land uses will be provided and smaller reference maps (11" x 17") will be included.
- C. Extra copies of the completed comprehensive plan and/or any associated map(s) may be provided to the City at an additional cost (only direct cost of printing & reproducing the documents).