



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, MARCH 27, 2023 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link
<https://us02web.zoom.us/j/8012629567>
Meeting ID: 801 262 9567
Passcode: Anamosa

Join by Telephone
+1 312 626 6799 US
Meeting ID: 8901 262 9567
Passcode: 4952698

If you wish to address the City Council, please wait for the Mayor to open the floor for public comment on that agenda item and then approach the podium. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language.

The above Zoom link does not allow for participation in the meeting. It is for viewing only.

- 1.0) ROLL CALL**
- 2.0) PLEDGE OF ALLEGIANCE**
- 3.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:**
 - 3.1) MARCH 13, 2023 – REGULAR SESSION**
- 4.0) PUBLIC HEARINGS:**
 - 4.1) RESOLUTION – TO VACATE THE SANITARY SEWER EASEMENT IN THE MAQUOKETA VALLEY ELECTRIC PROPERTY, LOCATED AT 112 N. HUBER STREET (HR GREEN). ROLL CALL.**
 - 1. MAYOR OPENS PUBLIC HEARING**
 - 2. PROCEEDINGS**
 - 3. MOTION TO CLOSE PUBLIC HEARING**
- 5.0) OLD BUSINESS:**
 - 5.1) REVIEW AND APPROVAL – CDBG DOWNTOWN REVITALIZATION PROJECT 23-DTR-004 (TOM GRUIS, ECICOG). CONSENT AGENDA**
 - 5.1.1) SERVICE AGREEMENT FOR CDBG ADMINISTRATION**
 - 5.1.2) PROGRAM CONTRACT FOR CDBG**
 - 5.1.3) CDBG DTR REQUIREMENTS FORM**
 - 5.1.4) CDBG DTR REQUEST FOR RELEASE OF FUNDS**
 - 5.1.5) CHECKLIST SIGNATURE PAGE**
 - 5.1.6) AUTHORIZATION FOR ALTERNATE SIGNATORIES**
 - 5.1.7) DETERMINATION OF LEVEL OF REVIEW/ENVIRONMENTAL REVIEW RECORD**
 - 5.1.8) NOTE OF INTENT TO REQUEST RELEASE OF FUNDS**
 - 5.2) REVIEW AND APPROVAL – PAY REQUEST TO HR GREEN, IN THE AMOUNT OF \$1,452.10, FOR THE SANITARY SEWER REPLACEMENT PROJECT-AMENDMENT 02.**
 - 5.3) PROJECT STATUS UPDATE – SNYDER & ASSOCIATES (LINDSAY BEAMAN)**
 - 5.4) REVIEW AND APPROVAL – OLD DUBUQUE ROAD EXTENSION PROJECT-CHANGE ORDER #3 MEMO (LINDSAY BEAMAN, SNYDER & ASSOCIATES)**

CITY OF ANAMOSA - CITY COUNCIL AGENDA – REGULAR SESSION

- 5.5) REVIEW AND APPROVAL – FLOW EQUALIZATION BASIN CONTRACT AMENDMENT 02, IN THE AMOUNT OF \$9,500 (NICK EISENBACHER, SNYDER & ASSOCIATES)**
- 5.6) PROJECT STATUS UPDATE – ANAMOSA FIRE STATION RENOVATION PROJECT (SHIVE-HATTERY & BOOMERANG).**
- 5.7) REVIEW AND APPROVAL – PROFESSIONAL SERVICES AGREEMENT-AMENDMENT 03 (ISAAC HODGINS, SHIVE-HATTERY)**

6.0) NEW BUSINESS

- 6.1) RESOLUTION 2023-19 – SETTING THE DATE FOR A PUBLIC HEARING TO REZONE THE PROPERTY LOCATED AT 108 S. DAVIS STREET. ROLL CALL.**
- 6.2) RESOLUTION 2023-20 – SETTING THE DATE FOR A PUBLIC HEARING ON THE 3RD STREET SIDEWALK PROPOSAL. (HR GREEN). ROLL CALL.**
- 6.3) RESOLUTION 2023-21 – RESOLUTION APPROVING AND AUTHORIZING THE PLACEMENT OF FUNDS IN VARIOUS DEPOSITORIES. ROLL CALL.**
- 6.4) RESOLUTION 2023-22 – RESOLUTION APPROVING THE ADDITION OF FOURTEEN (14) STREET LIGHTS AT VARIOUS LOCATIONS THROUGHOUT THE CITY. ROLL CALL.**
- 6.5) REVIEW AND APPROVAL OF CURRENT BILLS**

7.0) CITY ADMINISTRATOR’S REPORT:

8.0) MAYOR AND COUNCIL REPORTS:

- 8.1) MAYOR’S REPORT**
- 8.2) COUNCIL REPORTS**

9.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

10.0) ADJOURNMENT

STATEMENT OF COUNCIL PROCEEDINGS
March 13, 2023

The City Council of the City of Anamosa met in Regular Session March 13, 2023, at the Anamosa Library and Learning Center and via Zoom at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Rich Crump, Jeff Stout, Kay Smith, Teresa Tuetken, Brooke Gombert and Alan Zumbach. Absent: None. Also present: Jeremiah Hoyt, Interim City Administrator/City Clerk and Penny Lode, Deputy Treasurer. Iowa Code Chapter 21, as interpreted, permits public meetings to be held electronically.

Mayor Rod Smith called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Motion by Crump, seconded by Tuetken to approve the minutes of 02/27/2023 Regular Council Meeting minutes. Ayes: all. Nays: none. Motion carried.

Motion by Smith, seconded by Zumbach to approve the minutes of 2/28/23 Special Session Meeting minutes. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Smith to approve the minutes of 3/6/23 Special Session Meeting minutes. Ayes: all. Nays: none. Motion carried.

Mayor opened the Public Hearing regarding CDBG Housing Rehab Grant Funded Activities. Paula Mitchell, ECICOG addressed the Council and read the following statements:

The purpose of this hearing is to consider the status of funded activities for the Housing Rehabilitation Program for the City of Anamosa, Iowa, as assisted by the Community Development Block Grant (CDBG) program (Contract #21-HSG-003). As required for this hearing it is noted that: a. For a general description of accomplishments to-date, a CDBG Housing contract in the amount of \$207,495 was awarded to the City of Anamosa from the Iowa Economic Development Authority with a release of funds issued on January 31, 2022. b. For a summary expenditures to-date, through February 28, 2023, a total of \$66,790.80 has been invoiced; \$47,867.70 for construction, and \$18,923.10 for grant administration and technical services. Construction items included but were not limited to the replacement of roofs, gutters, siding, windows, doors, and steps as well as lead hazard reduction items. c. For a general description of remaining work, 1 property has been rehabilitated to date, and 4 properties are under construction. A completion date is anticipated for June 20, 2023. d. For a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries, No changes or amendments have been made at this time.

There were no comments from Council or Public.

Mayor Smith opened the Public Hearing on proposal to enter into a sewer revenue loan and disbursement agreement and to borrow money not to exceed \$119,000.

There were no comments from Council or Public

Motion by Crump to close the public hearing, seconded by Zumbach. Hearing closed at 6:07 p.m.

Motion by Crump, seconded by Zumbach approving Resolution 2023-13 taking additional action with respect to a sewer revenue loan and disbursement agreement and authorizing, approving and securing the payment of \$119,000 sewer revenue loan and disbursement agreement anticipation project note (IFA Interim Loan and Disbursement Agreement). Roll vote. Ayes: Smith, Tuetken, Zumbach, Stout, Gombert, Crump. Nays: none. Motion carried.

Motion by Smith, seconded by Zumbach approving payment to Origin Design for the Dillon Military Bridge evaluation through 2/11/23 in the amount of \$1255.00. Ayes: all. Nays: none.

Motion by Smith, seconded by Tuetken approving downtown tree proposal. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Smith approving preliminary proposal for downtown landscaping nodes. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Zumbach approving annual renewal of GIS Services. Ayes: all. Nays: none. Motion carried.

Motion by Zumbach, seconded by Crump approving payment to HR Green in amount of \$900.01 for the Jordan Well No. 6 construction phase services – amendment No. 2. Ayes: all. Nays: none. Motion carried.

Motion by Smith, seconded by Crump approving payment to HR Green in amount of \$1500.01 for the S. Booth St water main & storm sewer replacement construction phase services – amendment No. 1. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Stout approving payment to HR Green in amount of \$1300.00 for the water treatment plant disinfection system CPS. Ayes: all. Nays: none. Motion carried.

Motion by Smith, seconded by Crump approving payment to Martin Gardner Architecture in amount of \$1112.13 for police station renovation project. Ayes: all. Nays: none. Motion carried.

Motion by Stout, seconded by Zumbach approving payment to Martin Gardner Architecture in amount of \$8812.50 for the downtown revitalization project – phase #2. Ayes: all. Nays: none. Motion carried.

Motion by Stout, seconded by Gombert approving pay application for partial payment No. 7 to Boomerang in amount of \$26693.74 for the ODR extension project. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Tuetken approving change order #4 in amount of \$2950.00 for window well restoration and support column. Ayes: all. Nays: none. Motion carried.

Motion by Zumbach, seconded by Crump approving change order #5 for faulty floor repair and laminate tile, no cost, for police station renovation. Ayes: all. Nays: none. Motion carried.

Motion by Smith, seconded by Stout approving pay application #4 to Dave's Complete Construction in amount of \$81142.64 for police station renovation. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Smith approving Resolution 2023-14 accepting the FY21 independent auditor's report. Roll vote: Ayes: Stout, Gombert, Crump, Smith, Tuetken, Zumbach. Nays: none. Motion carried.

Motion by Crump, seconded by Tuetken approving Resolution 2023-15 setting date for public hearing on March 27, 2023 at 6PM at Anamosa Library & Learning Center to vacate sanitary sewer easement in the Maquoketa Valley Electric property, located at 112 N Huber St. Roll vote: Ayes: Zumbach, Stout, Gombert, Tuetken, Smith, Crump. Nays: none. Motion carried.

Motion by Crump, seconded by Zumbach approving Resolution 2023-16 setting date for public hearing on April 10, 2023 at 6PM at Anamosa Library & Learning Center to provide notice of intent to apply for federal funds related to the police department renovation project. Roll vote. Ayes: Tuetken, Zumbach, Stout, Gombert, Crump, Smith. Nays: none. Motion carried.

Motion by Smith, seconded by Zumbach approving Resolution 2023-17 setting (correcting) wage of parks & recreation employee, Jo McNamara in accordance with the recommendations of the Park Board. Roll vote. Ayes: Crump, Smith, Tuetken, Gombert, Stout, Zumbach. Nays: none. Motion carried.

Motion by Crump, seconded by Tuetken approving Resolution 2023-18 termination without cause and non-renewal of employment agreement. Roll vote. Ayes: Smith, Crump, Zumbach, Stout, Gombert, Tuetken. Nays: none. Motion carried.

Motion by Crump, seconded by Stout approving City-wide cleanup on Saturday, April 1, 2023 from 7 AM – 11 AM. Ayes: all. Nays: none. Motion carried.

Motion by Tuetken, seconded by Gombert approving liquor license renewal for Boondocks. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Tuetken approving current bills. Ayes: all. Nays: none. Motion carried.

City Administrators report: none.

Mayor report: none. Council reports: none.

Tom Durgin provided an update on the Dillon Military bridge.

Meeting adjourned at 6:52 p.m.

Rod Smith, Mayor

ATTEST:

Penny K. Lode, Deputy Treasurer



**Sewer Easement Vacation
Anamosa, Iowa**

Maquoketa Valley Rural Electric Cooperative
109 N Huber Street



March 2023

**Exhibit A: Sanitary Sewer
Easement Vacation**

RESOLUTION NO.

RESOLUTION VACATING SANITARY SEWER EASEMENT LOCATED AT 112 Huber St.

WHEREAS, this is the date and time set for public hearing on consideration of the vacation of a city sanitary sewer;

WHEREAS, the City Clerk caused to be published a notice of such public hearing in a legal newspaper of general circulation in Anamosa, Iowa which publication was not less than four (4) days nor more than twenty (20) days before the date set for hearing;

WHEREAS, the City of Anamosa, Iowa, has received a request to vacate a sanitary sewer easement on property locally known as Parcel 2017-09, Parcel 2017-75 & Parcel 2017-80 and the easement legally described as follows:

The Sanitary Sewer Easement as shown on Easement Plat recorded in Instrument No. 2016-3004 and the Sanitary Sewer Easement as shown on Easement Plat recorded in Instrument No. 2016-3006 and the Sanitary Sewer Easement as shown on Easement Plat recorded in Instrument No. 2016-3007 and the 10' wide Sanitary Sewer Easement as shown on Easement Plat recorded in Instrument No. 2016-3009 all in the office of the Jones County Recorder.

WHEREAS, the City is installing new sanitary sewer systems in the area and the use of the above-described sanitary sewer will no longer be necessary and shall serve no public purpose;

WHEREAS, the City Council determines the vacation of the above-described sanitary sewer easement is in the best interests of the public;

NOW, THEREFORE, BE IT RESOLVED, the City Council finds that no public purpose remains for the above-described easement;

BE IT FURTHER RESOLVED that the law office of Lynch Dallas and City Administrator, City Clerk, and/or Mayor are hereby authorized to prepare and execute any document necessary to effectuate such vacation.

Mayor

ATTEST:

City Clerk

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

Contract Title: **Contract for Community Development Block Grant Administration Services (the “Contract”)**

Contractor:
(payments to) **East Central Iowa Council of Governments**
 700 16th Street NE, Suite 301
 Cedar Rapids, IA 52402

Contract Number: **23-DTR-004, the “CDBG Contract”**

Local Government: **City of Anamosa, Iowa**

Contract Amount: **NOT TO EXCEED \$29,000**

Effective Date: **March 1, 2023**

Expiration Date: **February 28, 2026**

Pursuant to the CDBG Contract, Local Government shall obtain the written consent of Iowa Economic Development Authority (“IEDA”) prior to directly or indirectly assigning its rights and responsibilities under the CDBG Contract. By executing this Contract, Local Government represents that it is in compliance with CDBG Contract obligations. The Contractor agrees to perform all services set forth in the attached Special Conditions, for the consideration stated herein. The rights and obligations of the parties to this Contract (collectively, the “Parties”; individually, a “Party”) shall be subject to and governed by the Special Conditions and the General Conditions. Any work performed by the Contractor beyond this Contract's scope, as outlined in Appendix A, will conform to fees shown in Appendix B. The Parties agree that the Contractor's performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding.

To the extent of any inconsistency between the Special Conditions or the General Conditions, and any specifications or other conditions which are made a part of this Contract, by reference or otherwise, the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day and year last specified below.

Local Government:

Contractor:

Rod Smith, Mayor
City of Anamosa

Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

Date

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as “Contractor”) and Anamosa, Iowa (hereafter referred to as the “Local Government”).

Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has been awarded the CDBG Contract, to assist with implementation of a **Downtown Revitalization** project (the “Project”), under the Housing and Community Development Act as amended 1974, and Chapter 23 and 25 of the Iowa Administrative Code, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a planning and administrative program for the CDBG Contract,

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

Article 1.4.0 Statement of Work and Services

The Parties agree that the Contractor’s performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provision of technical assistance in the financial management and auditing standards of the Project.
- 1.4.2 Administration, oversight and coordination of Project documentation, records and reports in accordance with CDBG record keeping.
- 1.4.3 Provide technical assistance with regard to labor and equal opportunity standards, including Davis-Bacon and related acts, Contractor Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act.
- 1.4.4 Provide technical assistance to complete the environmental review requirements according to NEPA regulations.
- 1.4.5 Provide technical assistance in regard to Affirmative Fair Housing, Section 3 compliance, and Civil Rights Laws compliance.
- 1.4.6 Develop all necessary documents and upload all required documentation into IowaGrants.gov account to comply with State and Federal regulations.

Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Environmental Review Record.
- 1.5.2 Records as necessary for project completion.
- 1.5.3 Code of Conduct, URA, Procurement Policy and other reports and policies.
- 1.5.4 Status of and Request for Payment forms,

Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is the Contractor authorized to negotiate and execute any changes in the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the “Effective Date” shown on Page 1 of this document, and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the “Expiration Date” shown on Page 1 of this document. Allowable costs incurred against the Project prior to formal grant award by the IEDA shall be allowed only in the event the grant is awarded.

Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, IEDA's administrative rules for the CDBG program (261 Iowa Administrative Code Chapter 23), and the Iowa CDBG Management Guide. The records and books of the Contractor shall be made available to the Local Government for this purpose.
- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory and proper manner and in accordance with such circulars, policies, procedures and requirements as may from time to time be prescribed by the State of Iowa and the Local Government.

Article 1.9.0 Conditions of Payment

- 1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.
- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.
- 1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$75 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

Article 1.10.0 Project Budget

The General Administration budget for the administration of the CDBG Contract shall be the same as the amount shown on Page 1 of this document.

GENERAL CONDITIONS - HUD CDBG PROGRAM

Article 2.1.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or General Conditions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 2.2.0 Release of Data and Findings

Any and all reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

Article 2.3.0 Access and Maintenance of Records

- 2.3.1 The Contractor must maintain all required records for three years beyond the date upon which IEDA's grant with HUD is closed.

- 2.3.2 At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the IEDA, 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 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.

Article 2.4.0 Allowable Costs

- 2.4.1 Allowable costs are specified under the approved Activity Budget as found in the local government's IowaGrants.gov account and presented in the Special Conditions of this Contract. Allowable costs are subject to audit where all or any part of Contract funds are obtained from the federal government.
- 2.4.2 Indirect cost rates shall be determined according to the principles defined by the federal audit standards.
- 2.4.3 A deviation of any amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to qualify as an allowable cost.

Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.
- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full

credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.

- 2.5.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Article 2.6.0 Equal Employment Opportunity

- 2.6.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

- 2.6.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices on the basis of race, color, religion, sex, national origin, age, or disability as stated in Executive Order 11063.

2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
Mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42-U.S.C 5309).

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L 93-112, 29 U.S.C. 794)
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with the existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing

2.6.4 “During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor 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 Contractor will send to each labor union or representative of workers with which he 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

Article 2.7.0 Interest of Local Government, Contractor, Officials, & Others

- 2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Article 2.8.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

Article 2.9.0 Personnel

- 2.9.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 2.9.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- 2.9.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

Article 2.10.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

Article 2.11.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of, and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

Article 2.12.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the failure of the Local Government to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

The Local Government certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an 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.
- ii. 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 2.14.0 Lead-Safe Housing Regulations (as applicable)
24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

Article 2.14.1 Recycled Materials

The contractor agrees to comply all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative code chapter 1-117.6(5) – Recycled Product and Content, which states:

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

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

Article 2.14.2 Information

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

APPENDIX A

Statement of Work and Services

The Scope of Services provided by Contractor shall ensure the local government compliance with the CDBG Program, and include the following:

- 1.1.1 Provide necessary policies for adoption by City Council, as required by IEDA.
- 1.1.2 Create environmental review record and determine level of environmental review, including the completion of an Environmental Assessment, if required.
- 1.1.3 Initiate release of funds process and status of funds hearing to ensure compliance.
- 1.1.4 Ensure all contractors meet contractor standards, per IEDA requirements.
- 1.1.5 Provide contract language necessary for all contracts with contractors and subcontractors.
- 1.1.6 Conduct contractor meetings to ensure compliance with all state and federal regulations and requirements, to include, but not limited to Section 3, Davis-Bacon wages, and lead-safe housing.
- 1.1.7 Conduct Davis-Bacon wage determinations as project progresses.
- 1.1.8 Complete Section 3 reports, as required.
- 1.1.9 Upload all necessary documentation into local government's IowaGrants.gov account.
- 1.1.10 Assist local government with creation of all documents, as required by IEDA and the CDBG program.

APPENDIX B

FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of \$75 per hour.

APPENDIX C

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). 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).

IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT

RECIPIENT: City of Anamosa
CONTRACT NUMBER: 23-DTR-004
EFFECTIVE DATE: February 15, 2023
AWARD AMOUNT: \$650,000
END DATE: February 28, 2026

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

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

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

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 ACT. Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 ACTIVITY. "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 ADMINISTRATIVE CODE. "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 APPLICATION. "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG). "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 CONTRACT. "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 END DATE. "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 GRANT. "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.

1.12 IOWAGRANTS.GOV. "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 LOW- AND MODERATE-INCOME FAMILIES. "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 LOW- AND MODERATE-INCOME PERSONS. "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 PROJECT. "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 RECIPIENT. "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a " Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this " Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 FUNDING

2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 RECEIPT OF FUNDS. All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 PRIOR COSTS. If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT. If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3

TERMS OF GRANT

3.1 TIME OF PERFORMANCE. The services of the Recipient are to commence as of the Effective Date 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 the End Date.

3.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 LOCAL EFFORT REQUIREMENTS. The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 ADMINISTRATION. This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 SATISFACTORY PERFORMANCE. For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4

PERFORMANCE TARGET ACHIEVEMENT

4.1 PERFORMANCE TARGETS. By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 DETERMINATION OF CONTRACT PERFORMANCE. The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5

USE OF FUNDS

5.1 GENERAL. The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 PROGRAM INCOME. Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 BUDGET REVISIONS. Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 GENERAL ADMINISTRATIVE COST LIMITATIONS. Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 COST VARIATION.

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6
CONDITIONS TO 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:

6.1 CONTRACT EXECUTED. The Contract shall have been properly executed and, where required, acknowledged.

6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS. Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 PERMITS AND LICENSES. The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 EXCESSIVE FORCE POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 EQUAL OPPORTUNITY POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 PROCUREMENT POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 FAIR HOUSING POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 CODE OF CONDUCT. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
181 - Administration	6.10(l) - Administrative Plan
116 - Facade Improvements	6.10(m) - Bid Solicitation Requirement and Construction Restrictions
116 - Facade Improvements	6.10(h) - Facade Easements

(a) DEPARTMENT OF NATURAL RESOURCES APPROVAL. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) REVIEW OF HANDICAPPED ACCESSIBILITY. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) DEPARTMENT OF HEALTH APPROVAL. Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) BULK PURCHASE AGREEMENT. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) FAÇADE EASEMENTS. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all recorded façade easements with property owners when required for downtown revitalization.

(i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

(l) ADMINISTRATIVE PLAN. The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and the required elements of the Authority's sample Downtown Revitalization Administrative Plan. The release of funds shall be contingent upon the Authority's receipt and acceptance of the Administrative Plan.

(m) BID SOLICITATION REQUIREMENTS and CONSTRUCTION RESTRICTIONS. Within one year of contract effective date the Recipient's project shall be designed and solicitation for bids shall be completed. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all construction terms agreements with property owners when required for downtown revitalization projects.

6.11 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.11 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
181 - Administration	6.10(l) - Administrative Plan
116 - Facade Improvements	6.10(h) - Facade Easements
116 - Facade Improvements	6.10(m) - Bid Solicitation Requirement Construction Restrictions

(a) FUNDING. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) SUBRECIPIENT AGREEMENT. Prior to release of funds under this contract and prior to the Recipient entering in to a Subrecipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient Agreement (as applicable).

(c) CONTINGENT FUNDING. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

ARTICLE 7 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:

7.1 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 for the execution and delivery of the Contract, have been effectively taken.

7.2 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 thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 APPLICATION. The contents of the Application the Recipient submitted to the Authority for 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 its Application to the Authority.

7.4 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 their rights to execute the Contract or the ability of the Recipient to make the payments required under 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.

7.5 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.

7.6 EFFECTIVE DATE. The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8 COVENANTS OF THE RECIPIENT

8.1 AFFIRMATIVE COVENANTS. Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) PROJECT WORK AND SERVICES. The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) REPORTS. The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) 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. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of three years after the date the recipient is notified

that the state CDBG contract has been closed with HUD, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) ACCESS TO RECORDS/INSPECTIONS. The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) 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.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); 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; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint

Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient 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 or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

(l) PROJECT PHOTOS. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9
DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) END DATE. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) MISSPENDING. If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 NOTICE OF DEFAULT. In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 REMEDIES UPON DEFAULT. If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

(a) exercise any remedy provided by law,

(b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 FAILURE TO MEET PERFORMANCE TARGETS. If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10
INCORPORATED DOCUMENTS

10.1 DOCUMENTS INCORPORATED BY REFERENCE. The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

(a) Budget Activity, as found in Recipient's IowaGrants.gov account.

(b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.

(c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.

(d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

10.2 ORDER OF PRIORITY. In the event of a conflict between documents of this Contract, the following order of priority shall govern:

(a) Articles 1 through 11 herein.

(b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.

(c) Budget Activity, as found in Recipient's IowaGrants.gov account.

(d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.

(e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/cdbg/>.

ARTICLE 11
MISCELLANEOUS

11.1 LIMIT ON GRANT PROCEEDS ON HAND. The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 GOVERNING LAW. This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 NOTICES. Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 WAIVERS. No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 LIMITATION. It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 HEADINGS. The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 INTEGRATION. This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 IOWAGRANTS.GOV. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

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

RECIPIENT: City of Anamosa

BY:

Mayor
City of Anamosa
107 S Ford St.
Anamosa, Iowa 52205

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Brian Sullivan, Chief Programs Officer

ATTACHMENT A

GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 20181.0 AMENDMENT.

(a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) 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.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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.

(ii) 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.

(iii) 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.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents 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.

(vii) 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.

(viii) 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.

(ix) 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.

(x) 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.

(xi) 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.

(j) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 POLITICAL ACTIVITY. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 LIMIT ON RECOVERY OF CAPITAL COSTS. The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 PROHIBITED ACTIVITIES. In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) GENERAL GOVERNMENT EXPENSES. Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) POLITICAL ACTIVITIES. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider

acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

24 CFR 58.6 Requirements Form



Great Plains Regional Office – Region VII
400 State Avenue, Room 200
Kansas City, KS 66101-2406

PROJECT NAME: Anamosa DTR

Contract Number #: 23-DTR-004

Retain this form in the ERR of the subject project.

1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION

[24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport's Runway Protection Zone or a Military Airfield's Clear Zone?

(X) No. Cite or attach Source Document: Refer to Appendix C, Airport Hazards
(Project complies with 24 CFR 51.303(a)(3).)

() Yes. **Notice must be provided to buyer.** The notice must advise the buyer that the property is in a Runway Protection Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA <http://www.fema.gov/nfip/cobra.shtm>
(Proceed with project.)

() Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT

[Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area?

(X) No. Cite or attach Source Document: Refer to Appendix C, Floodplain Management
(Proceed with project.)

() Yes. Cite or attach Source Document: _____

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes. **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

() No. **Federal assistance may not be used in the Special Flood Hazards Area.**

Responsible Entity Official: Signature / Name / Title /Date

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <input type="text"/>	2. HUD/State Identification Number <input type="text"/>	3. Recipient Identification Number (optional) <input type="text"/>
4. OMB Catalog Number(s) <input type="text"/>	5. Name and address of responsible entity <input type="text"/>	
6. For information about this request, contact (name & phone number) <input type="text"/>		
8. HUD or State Agency and office unit to receive request <input type="text"/>	7. Name and address of recipient (if different than responsible entity) <input type="text"/>	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) <input type="text"/>	10. Location (Street address, city, county, State) <input type="text"/>
------------------------------------------------------------------	----------------------------------------------------------------------------

11. Program Activity/Project Description

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☐ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X

Title of Certifying Officer

Date signed

Address of Certifying Officer

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

12. Water Quality (Sole Source Aquifers) [40 CFR 149]	<input checked="" type="checkbox"/> <input type="checkbox"/>	There are no designated sole source aquifers in Region VII, including all of Iowa. Map 7: Region VII Sole Source Aquifers
13. Wetland Protection [24 CFR 55, Executive Order 11990]	<input checked="" type="checkbox"/> <input type="checkbox"/>	There are no NWI-designated wetlands in the project area. Map 8: Anamosa NWI Wetland Map
14. Wild and Scenic Rivers [36 CFR 297]	<input checked="" type="checkbox"/> <input type="checkbox"/>	The closest Wild and Scenic River is the Yellow River, which is 67 miles away. There will be no effect by the project.

DETERMINATION (check one):

- ☐ **COMPLIANCE IS MET.** The project is in compliance with aforementioned authorities and regulations, as documented above.
- ☒ **ACTION REQUIRED.** The project will be compliant with the aforementioned authorities and regulations, provided further action is taken. The action is a condition of the environmental review and is described below. (An additional compliance action may include obtaining a license or permit from a state, federal, or local agency, or completing a certain remediation or mitigation measure.)

Required Condition(s):

Asbestos testing will be completed as part of the Tier II, site-specific reviews. Interim controls for lead based paint will be used for construction on facades work around upper story housing.

Section 106 reviews will be conducted as part of the Tier II, site-specific reviews.

PREPARER

PREPARER SIGNATURE: Thomas Gruis DATE: March 30, 2023

PREPARER NAME & TITLE: Tom Gruis, Planner

RESPONSIBLE ENTITY APPROVING OFFICIAL

SIGNATURE: _____ DATE: _____

APPROVING OFFICIAL NAME & TITLE: Rod Smith, Mayor

AUTHORIZATION FOR ALTERNATE SIGNATORIES
FOR SECTION 106 COMPLIANCE FORMS

CDBG Grant Administrators or City Clerks may now sign the Section 106 Compliance Forms including the *Exempt from Review Project Determination Form* and the *Request for Comment on a HUD Project* form. In order to take advantage of this opportunity, the Agency Official/CEO must sign this form and have it witnessed. The CEO is the person who signed the CDBG contract. The grant administrator or City Clerk must also sign this form as a signatory.

Note: By signing this agreement, the Agency Official/CEO is still legally responsible for all findings and determinations made on their behalf by the signatory.

Once signed, submit this form with your Section 106 compliance documentation.

As stated in 36 CFR Part 800, the implementing regulation for Section 106 of the National Historic Preservation Act of 1966, the Agency Official with jurisdiction over an undertaking takes legal and financial responsibility for Section 106 compliance in accordance with Subpart B of 36 CFR Part 800. In the case of the state Community Development Block Grant (CDBG) Program, however, the Agency Official will be the selected non-entitlement cities, which as CDBG recipients are authorized to serve as the Agency Official under 24 CFR Part 58.

In the event that the Agency Official is unable to sign the *Request for Comment* form or the *Exempt from Review Project Determination Form*, however, the following alternates signatories listed below are authorized to act on the behalf of the Agency Official. In the event an alternate signatory is used, the Agency Official remains legally responsible for all required findings and determinations made through the Section 106 process. The signatures attested below are effective as of:

3/27/2023
 (Date)

Sincerely,

 Agency Official (CEO) signature

Tom Gruis, Planner
 [Name and Title of] Signatory # 1

Thomas Gruis
 Signature of Signatory #1

 [Name and Title of] Signatory # 2

 Signature of Signatory #2

 [Name and Title of] Witness

 Signature of Witness

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD

Project Name: Anamosa DTR

CDBG Contract Number: 23-DTR-004

Project Location: Anamosa, Iowa

Project Description (Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.):

Refer to Appendix A: Project Description

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58 "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ **Exempt** from NEPA review requirements per 24 CFR 58.34(a)()
- ☐ **Categorically Excluded NOT Subject** to §58.5 authorities per 24 CFR 58.35(b)()
- ☒ **Categorically Subject** to §58.5 authorities per 24 CFR 58.35(a)()
(A Statutory Checklist for the §58.5 authorities is attached.)
- ☐ An **Environmental Assessment** (EA) is required to be performed in accordance with subpart E of 24 CFR Part 58 is attached.
- ☐ An **Environmental Impact Statement** (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Chief Elected Official:

Rod Smith

Print Name

Signature

Mayor

Title

Date

Updated 3/8/2012

All projects will need to submit this form with their ERR to IEDA prior to a release of funds being issued.

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Date of Publication: April 6, 2023

City of Anamosa
107 S Ford St.
Anamosa, IA 52205
319-462-6055

On or after April 14, 2023, the City of Anamosa will submit a request to the State of Iowa, Iowa Economic Development Authority for the release of Community Development Block Grant funds under Title 1 of the HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 as amended (P.L. 97-35), to undertake the following project:

Project Title: *Anamosa DTR, 23-DTR-004*

Purpose: *Downtown Revitalization/Façade Improvements*

Location: *North side of Main St. west and east of Ford St, and east side of N Ford St. north of Main St.*

Estimated Cost: *\$1,084,289 with \$650,000 as HUD CDBG grant funding*

The activities proposed: *are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at City Hall, 107 S Ford St., Anamosa and may be examined or copied weekdays 7:30 A.M to 4:30 P.M.*

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to Anamosa City Hall, Attn: City Clerk, 107 S Ford St., Anamosa, IA 52205. All comments received by April 13, 2023, will be considered by the City of Anamosa prior to authorizing submission of a request for release of funds.

RELEASE OF FUNDS

The City of Anamosa certifies to the Iowa Economic Development Authority that Rod Smith in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Iowa Economic Development Authority approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Anamosa to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Iowa Economic Development Authority will accept objections to its release of funds and the City of Anamosa's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the

*certification was not executed by the Certifying Officer of the **City of Anamosa**; (b) the **City of Anamosa** has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Iowa Economic Development Authority; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Iowa Economic Development Authority at 1963 Bell Avenue, suite 200, Des Moines, IA 50315. Potential objectors should contact the Iowa Economic Development Authority to verify the actual last day of the objection period.*

Rod Smith, Mayor



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

Jeremiah Hoyt
 City of Anamosa, IA
 107 S Ford Street
 Anamosa, IA 52205-1841

March 22, 2023
 Project No: 2202680-0000
 Invoice No: 161187
Invoice Total: \$1,452.10

Project 2202680-0000 Anamosa, IA - CPS - Alley Between Huber & N Ford
 Sanitary Sewer Replacement
 Alley between Ford Street and N. Huber Street
 Amendment No. 2

Professional Services Through March 17, 2023

Phase 0001 Project Management

Professional Personnel

	Hours	Amount	
Professional	8.25	1,361.25	
Totals	8.25	1,361.25	
Total Labor			1,361.25

Reimbursable Expenses

Mileage	45.85		
Total Reimbursables	45.85		45.85

Total this Phase \$1,407.10

Phase 0002 Construction Administration

Professional Personnel

	Hours	Amount	
Admin Coordinator	.50	45.00	
Totals	.50	45.00	
Total Labor			45.00

Total this Phase \$45.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,452.10	2,602.00	4,054.10
Limit			31,600.00
Remaining			27,545.90

Total this Invoice \$1,452.10

Memorandum

To: City of Anamosa

Date: March 22, 2023

From: Snyder & Associates

RE: Engineers' Report

CITY PROJECTS

WWTP Flow Equalization Basin

Electrical design is underway. They are incorporating comments that were received during a recent site visit. A small control building is being added to house the submersible pumps for the flow equalization basin. The floodplain construction permit application has been submitted to the Iowa DNR and Army Corp of Engineers.

2nd Street Lift Station – Phase 2

Final plans are ready for filing with the City Council after a letting schedule has been determined.




















Old Dubuque Road Extension and Roundabout

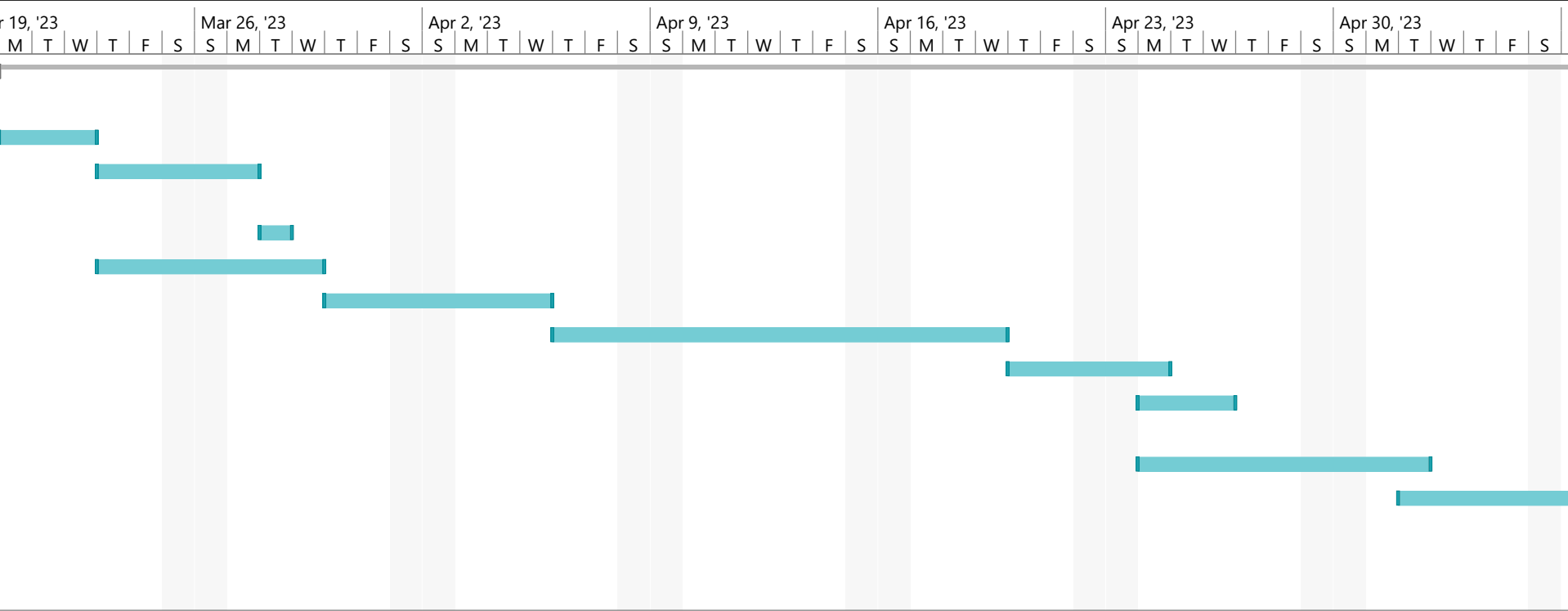
Work began resumed this week with some water main (hydrant relocation) work. Otherwise, it is too wet to perform grade work.

A construction meeting was held on March 8 to identify the needs and instructions for the contractor to repair and replace deficiencies in the storm sewer that has already been installed. Video inspection had identified these deficiencies and subsequent conversations were had to identify the extent to which corrections are expected to be made. The contractor has been working through these corrections.

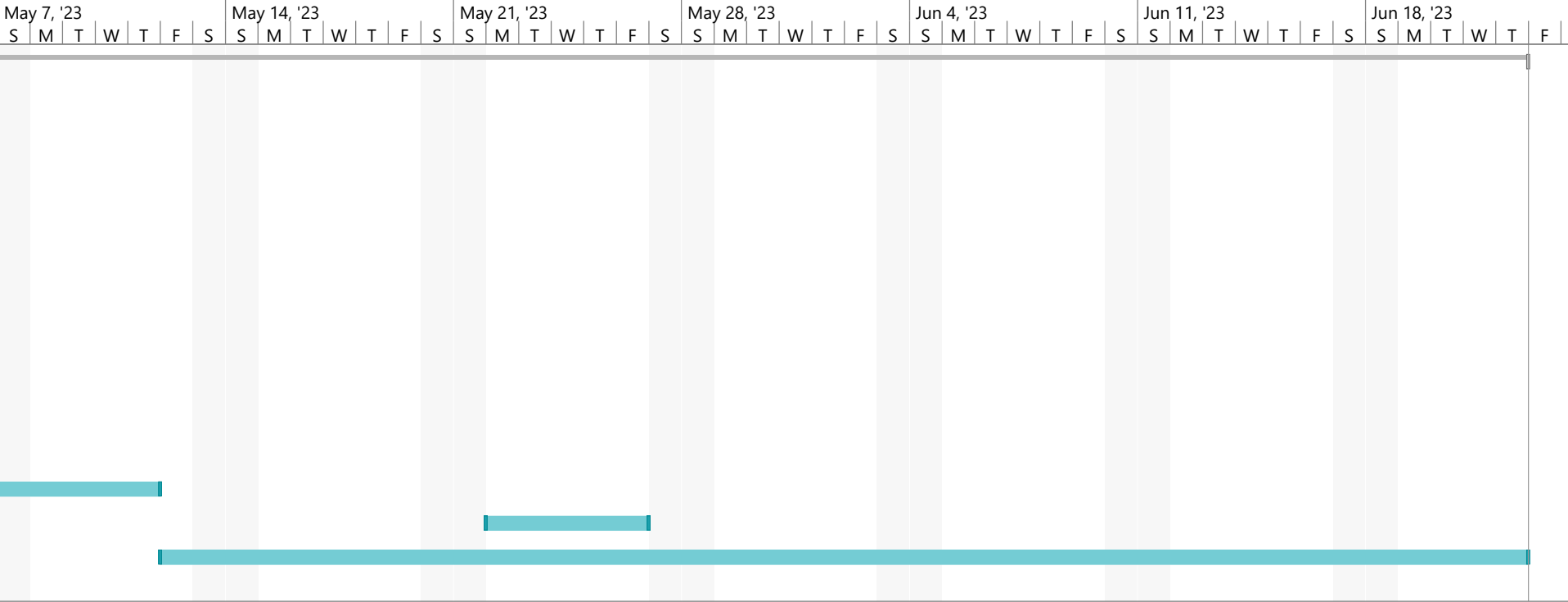
ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Mar 12, '23	S	M	T	W	T	F	S	Mar 1	S	N
0			Old Dubuque Road Schedule 3-15-2023	69 days	Mon 3/20/23	Thu 6/22/23													
1			Subgrade Preparation	3 days	Mon 3/20/23	Wed 3/22/23													
2			Remaining Storm Install	3 days	Thu 3/23/23	Mon 3/27/23													
3			Hydrant Relocate	1 day	Tue 3/28/23	Tue 3/28/23													
4			Subdrain Install	1 wk	Thu 3/23/23	Wed 3/29/23													
5			Rock Roads	1 wk	Thu 3/30/23	Wed 4/5/23													
6			Lighting Install	2 wks	Thu 4/6/23	Wed 4/19/23													
7			Final Grade for paving	3 days	Thu 4/20/23	Mon 4/24/23													
8			Remove old road and prep	3 days	Mon 4/24/23	Wed 4/26/23													
9			Sidewalk prep	7 days	Mon 4/24/23	Tue 5/2/23													
10			Sidewalk pour	8 days	Tue 5/2/23	Thu 5/11/23													
11			Striping and Signage	1 wk	Mon 5/22/23	Fri 5/26/23													
12			PCC and Driveway Paving	30 days	Fri 5/12/23	Thu 6/22/23													

Project: Old Dubuque Road Sch
Date: Wed 3/15/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



Project: Old Dubuque Road Sch Date: Wed 3/15/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: Old Dubuque Road Sch Date: Wed 3/15/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Memorandum

To: City of Anamosa

Date: March 22, 2023

From: Lindsay Beaman, PE

RE: Old Dubuque Road Extension – Change Order 3

The developer adjacent to the project has asked to add an additional 1400 LF of 8-inch water main to this project, at their expense, to extend the project water main to the northernmost property limits as a benefit of future development. This extension would dead-end the water main 160 LF short of existing water main in City ROW, therefore it has been brought forward as consideration for the City to participate in the 160 LF that would complete the loop. The additional 160 LF of 8-inch water main, plus a valve and fittings, would add a total of **\$12,620.00** to the contract value and add **0 days** to the project completion deadline.

During the installation of water and sewer, there were some locations requiring trench stabilization and a field authorization was made to procure trench stabilization material at a rate of \$32/Ton at a quantity not to exceed 10 Tons for a total of **\$320.00**.

Snyder & Associates, Inc. recommends approval of Change Order 3, which would add a total of **\$12,940.00** to the contract value and add **0 days** to the project completion deadline. A detailed description of the change order is attached and has been uploaded to DocExpress.

CHANGE ORDER
For Local Public Agency Projects

No.: 3

Non-Substantial: ☒

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 38560

Project Number: STBG-SWAP-0165(606)--SG-53

Contract Work Type: PCC Pavement - Grade and New

Local Public Agency: City of Anamosa

Contractor: Boomerang Construction

Date Prepared: December 5, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Includes the following bid item changes:

- Line 0640, 2554-0114008 WATER MAIN, TRENCHED PVC, 8 INCH, increase from 985.00 LF to 1,145.00 LF
- Line 0670, 2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, 45 DEGREE BEND, increase from 4.0 EACH to 5.0 EACH
- Line 0680, 2554-0202200 FITTINGS BY COUNT, DUCTILE IRON, 12" X 8" TEE, increase from 1.0 EACH to 2.0 EACH
- Line 0720, 2554-0207008 GATE VALVE, DIP, 8 INCH, increase from 4.0 EACH to 5.0 EACH
- Line 8005, 2552-0000210 TRENCH FOUNDATION, add 10 TONS. No additional working days for this work.

B - Reason for change:

Lines 0640, 0670, 0680, and 0720: Additional water main required to loop water main installed by landowner / developer into existing system. Includes all materials from property line north to existing water main.

Line 8005: Very wet / sloppy conditions encountered during trench construction requiring stabilization material.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

Lines 0640, 0670, 0680, and 0720: Contract unit prices. All items are non-participating.

Line 8005: Agreed unit cost of \$32.00 / TON.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

Benefit to City to loop water main system. Provides redundancy for water main north of the project area.

Line 8005: per Summary of Awarded Contract Prices, dated November 2021 through October 2022, the awarded unit price from this item ranges from \$15.00 / TON to \$85.00 / TON, with an average of \$48.70 / TON. Quoted price is below average.

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:

Water main changes connected to work initiated by the Contractor. No working days provided for this work, just materials / installation costs.

Trench stabilization does not require additional working days.

F - Items included in contract:

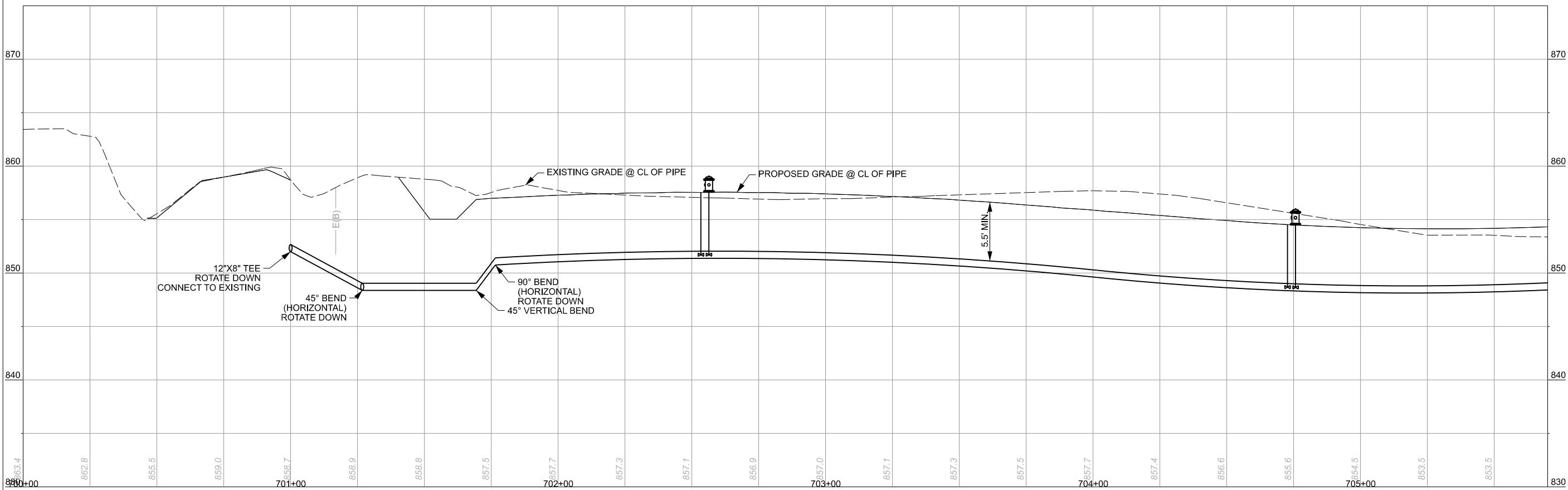
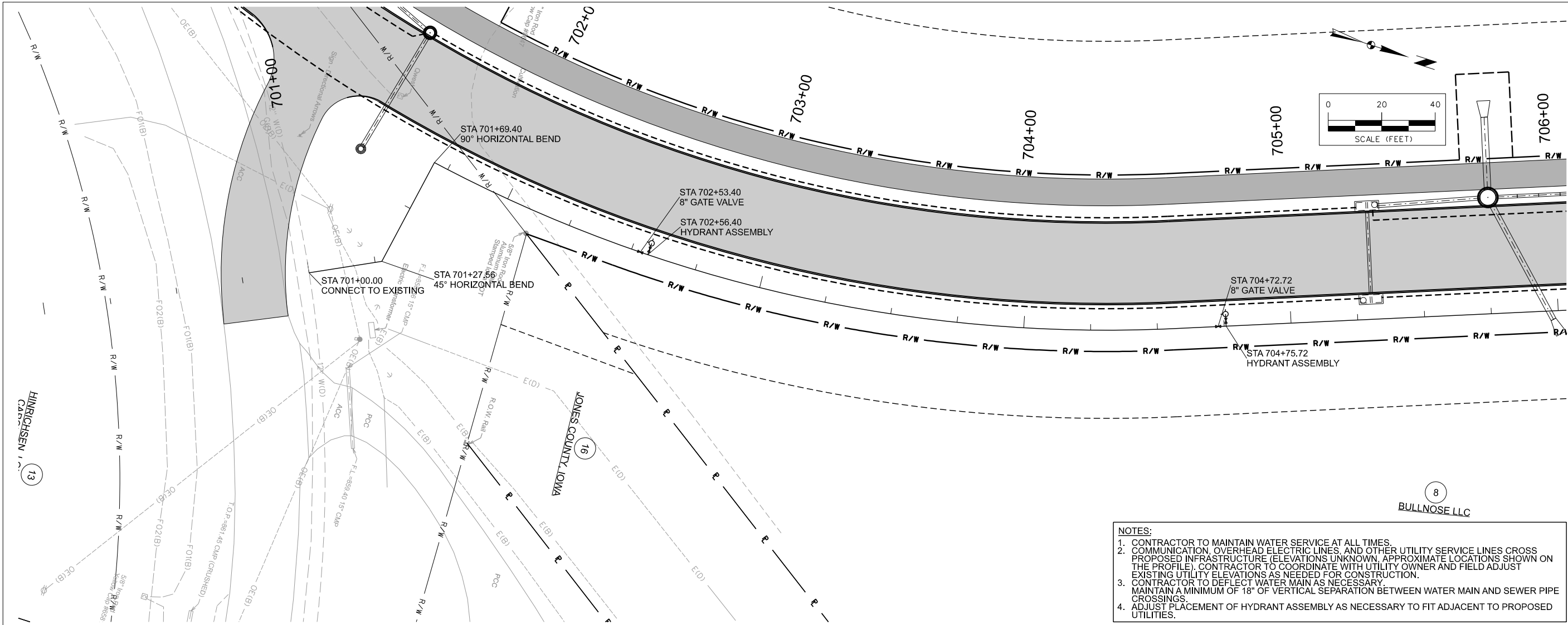
Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		640	Water Main, Trenched PVC, 8 inch	\$47.00	160.000	\$7,520.00
		670	Fittings by Count, Ductile Iron, 12" 45 degree bend	\$1,300.00	1.000	\$1,300.00
		680	Fittings by Count, Ductile Iron, 12" x 8" tee	\$1,300.00	1.000	\$1,300.00
		720	Valve, Gate, DIP, 8"	\$2,500.00	1.000	\$2,500.00
				Add Row	Delete Row	TOTAL \$12,620.00

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		8005	2552-0000210	Trench Foundation	\$32.00	10.000	\$320.00
				320			
			Add Row	Delete Row	TOTAL		\$320.00

H. Signatures

Signatures will be applied through DocExpress.




- NOTES:
1. CONTRACTOR TO MAINTAIN WATER SERVICE AT ALL TIMES.
 2. COMMUNICATION, OVERHEAD ELECTRIC LINES, AND OTHER UTILITY SERVICE LINES CROSS PROPOSED INFRASTRUCTURE (ELEVATIONS UNKNOWN. APPROXIMATE LOCATIONS SHOWN ON THE PROFILE). CONTRACTOR TO COORDINATE WITH UTILITY OWNER AND FIELD ADJUST EXISTING UTILITY ELEVATIONS AS NEEDED FOR CONSTRUCTION.
 3. CONTRACTOR TO DEFLECT WATER MAIN AS NECESSARY. MAINTAIN A MINIMUM OF 18" OF VERTICAL SEPARATION BETWEEN WATER MAIN AND SEWER PIPE CROSSINGS.
 4. ADJUST PLACEMENT OF HYDRANT ASSEMBLY AS NECESSARY TO FIT ADJACENT TO PROPOSED UTILITIES.

STBG-SWAP-0165(606)-SG-53

Sheet MWM.1

ANAMOSA, IOWA

WATERMAIN PLAN AND PROFILE

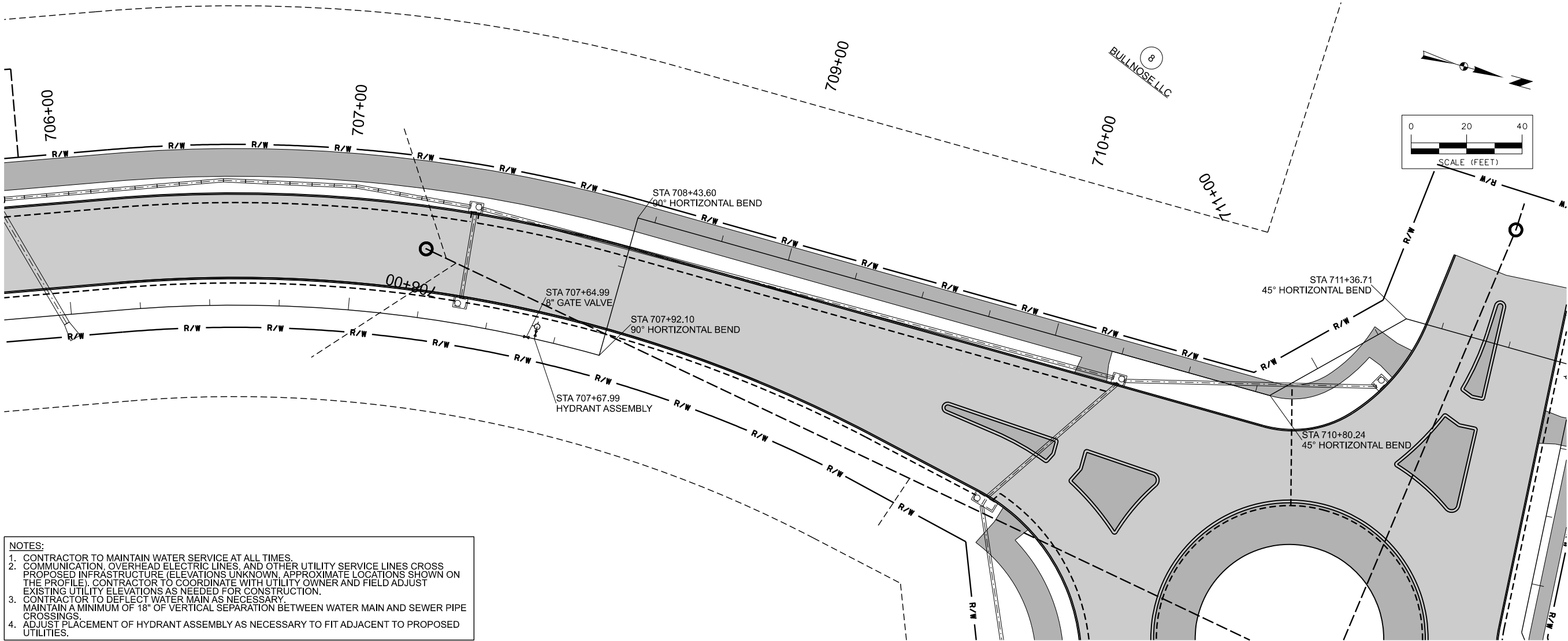


SNYDER & ASSOCIATES

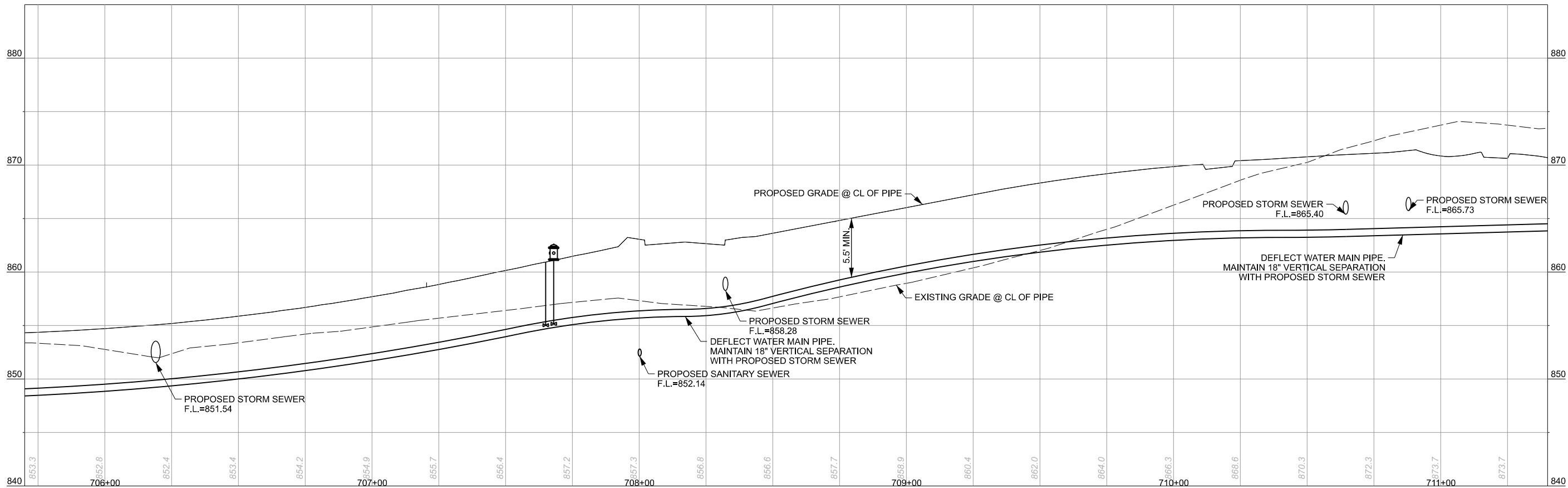
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

STBG-SWAP-0165(606)-SG-53

Sheet MWM.1



- NOTES:
1. CONTRACTOR TO MAINTAIN WATER SERVICE AT ALL TIMES.
 2. COMMUNICATION, OVERHEAD ELECTRIC LINES, AND OTHER UTILITY SERVICE LINES CROSS PROPOSED INFRASTRUCTURE (ELEVATIONS UNKNOWN, APPROXIMATE LOCATIONS SHOWN ON THE PROFILE). CONTRACTOR TO COORDINATE WITH UTILITY OWNER AND FIELD ADJUST EXISTING UTILITY ELEVATIONS AS NEEDED FOR CONSTRUCTION.
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DATE		BY
11/18/2022		BTJ
REVISION	CHECKED BY	DATE
01	BTJ	11/18/2022
ENGINEER		SCALE
BTJ		1" = 20'
TECHNICIAN		FIELD B/C
BTJ		BTJ
PROJECT		SHEET
STBG-SWAP-0165(606)-SG-53		MWM.2

ANAMOSA, IOWA

WATERMAIN PLAN AND PROFILE

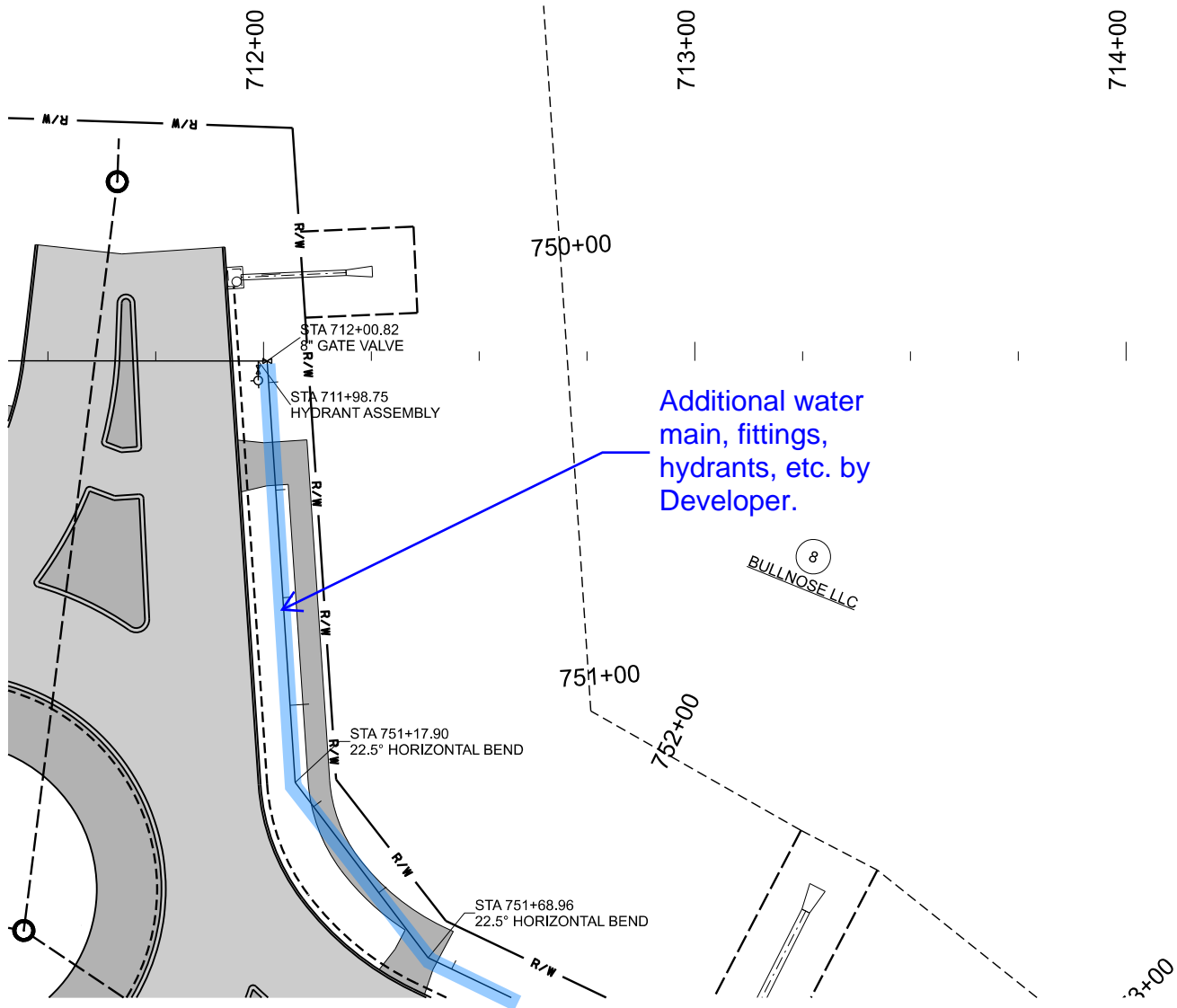
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SNYDER & ASSOCIATES

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515-964-2020 | www.snyder-associates.com

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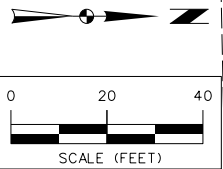
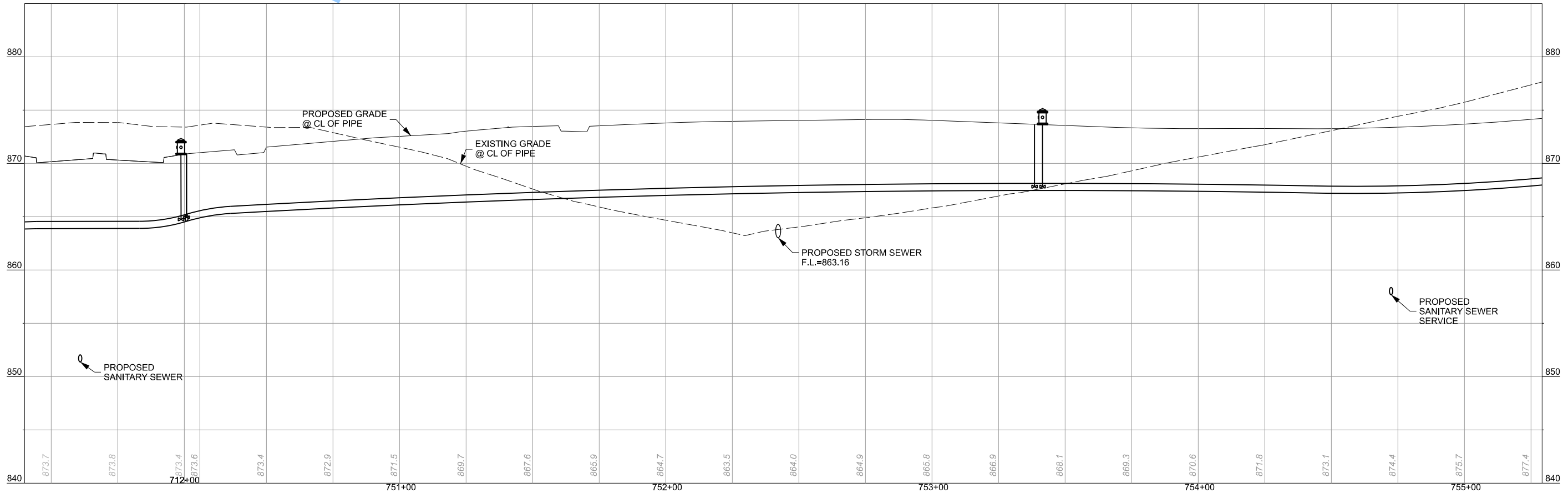
Sheet MWM.2



Additional water
main, fittings,
hydrants, etc. by
Developer.

8
BULLNOSE LLC

- NOTES:
1. CONTRACTOR TO MAINTAIN WATER SERVICE AT ALL TIMES.
 2. COMMUNICATION, OVERHEAD ELECTRIC LINES, AND OTHER UTILITY SERVICE LINES CROSS PROPOSED INFRASTRUCTURE (ELEVATIONS UNKNOWN, APPROXIMATE LOCATIONS SHOWN ON THE PROFILE). CONTRACTOR TO COORDINATE WITH UTILITY OWNER AND FIELD ADJUST EXISTING UTILITY ELEVATIONS AS NEEDED FOR CONSTRUCTION.
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 4. ADJUST PLACEMENT OF HYDRANT ASSEMBLY AS NECESSARY TO FIT ADJACENT TO PROPOSED UTILITIES.



OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT

WATERMAIN PLAN AND PROFILE

ANAMOSA, IOWA

SNYDER & ASSOCIATES, INC.

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**SNYDER
& ASSOCIATES**

STBG-SWAP-0165(606)-SG-53

Sheet MWM.3

ANAMOSA, IOWA

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515-964-2020 | www.snyder-associates.com



**SNYDER
& ASSOCIATES**

STBG-SWAP-0165(606)-SG-53

Sheet MWM.3

ANAMOSA, IOWA

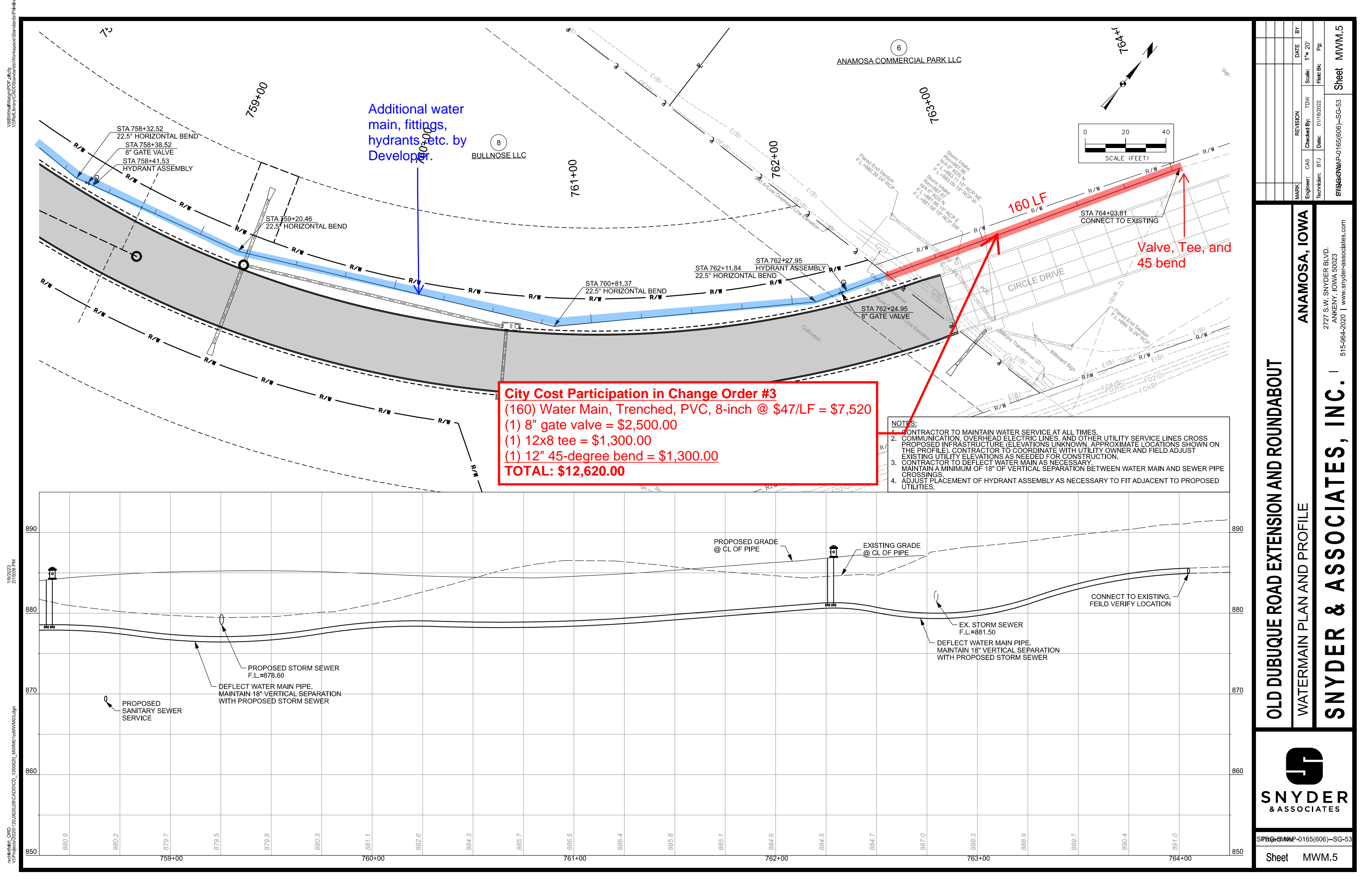
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515-964-2020 | www.snyder-associates.com



**SNYDER
& ASSOCIATES**

STBG-SWAP-0165(606)-SG-53

Sheet MWM.3



Additional water
main, fittings,
hydrants, etc. by
Developer.

City Cost Participation in Change Order #3
(160) Water Main, Trenched, PVC, 8-inch @ \$47/LF = \$7,520
(1) 8" gate valve = \$2,500.00
(1) 12x8 tee = \$1,300.00
(1) 12" 45-degree bend = \$1,300.00
TOTAL: \$12,620.00

- NOTES:
- CONTRACTOR TO MAINTAIN WATER SERVICE AT ALL TIMES.
 - COMMUNICATION, OVERHEAD ELECTRIC LINES, AND OTHER UTILITY SERVICE LINES CROSS PROPOSED INFRASTRUCTURE (ELEVATIONS UNKNOWN, APPROXIMATE LOCATIONS SHOWN ON THE PROFILE). CONTRACTOR TO COORDINATE WITH UTILITY OWNER AND FIELD ADJUST EXISTING UTILITY ELEVATIONS AS NEEDED FOR CONSTRUCTION.
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 - ADJUST PLACEMENT OF HYDRANT ASSEMBLY AS NECESSARY TO FIT ADJACENT TO PROPOSED UTILITIES.

MARK		REVISION		DATE		BY	
Engineer	CAS	Checked By	TDW	Scale	1"= 20'	Pg.	
Technician	BTJ	Date	01/18/2022	Field Bk.			
SPR-0165(606)-SG-53						Sheet MWM.5	

ANAMOSA, IOWA

WATERMAIN PLAN AND PROFILE

SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

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ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet MWM.5



13225 Circle Dr Suite A
Anamosa, IA 52205
Phone: 319-462-4435
Fax: 319-462-2599

REQUEST FOR CHANGE

RFC No: 7RR
Date: 12/30/2022

[trench foundation](#)

Project No: 22020 Contact Name: Cindy Spencer
Project Name: IDOT 106, Old Dubuque Rd Roundabout and Ext.

Reason/Comments:

Two loads of Macadam used for stabilizing water line trenching and three loads of Macadam used for stabilizing Sanitary Sewer trenching.

Item #	Name	Quantity	Price per ton
New	Trench Foundation, per ton	100	\$ 32.00

TOTAL FOR REQUEST FOR CHANGE

\$3,200.00

ADDITIONAL WORKING DAYS

-

Owner Representative Name (print)	Signature	Date
Tim Turner II	<i>Tim Turner II</i>	12/30/2022
Boomerang (print name)	Signature	Date

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 02

To: Snyder & Associates, Inc.
5005 Bowling Street, SW, Suite A
Cedar Rapids, IA 52404

Attn: Lindsay Beaman, P.E.
Phone: 319-362-9394
Fax: 319-362-9448

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Anamosa	
Project Name: WWTP Improvements – Flow Equalization Report & Design	
S&A Project Number: 119.1164.08	Original Agreement Date: November 25, 2019

DESCRIPTION OF ADDITIONAL SERVICES:

Per the City's request, we have evaluated options to replace the City's existing screen as well as add a small building to house the controls for the flow equalization pumps. The controls were originally slated to be installed on the outside of the existing building, but Steve has requested they be placed inside a building. There is insufficient room inside the existing headwork building to add these controls. This contract amendment is to include the design services associated with replacing the screen and adding the small controls building. These services include evaluating different screen options, providing a memo with those options, revisions to the plans and specifications for both the screen and the building, building design, and revised site layout.

☒ Lump Sum in the amount of: \$9,500.00

☐ Hourly plus expenses per original agreement or attached fee schedule, Choose an item. budget: \$

☐ Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Anamosa (Client)

(Type or Print Name above line)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized Agent)

(Printed or typed signature)

By: _____
(Authorized Agent)
Lindsay Beaman, Business Unit Leader

(Printed or typed signature)

Date: _____

Date: December 21, 2020

Route executed to:

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> Anamosa Fire Station Addition 701 E. Third Street, Anamosa, IA 52205	AGREEMENT INFORMATION: Date: January 12, 2021	AMENDMENT INFORMATION: Amendment Number: 03 Date: January 1, 2023
OWNER: <i>(name and address)</i> Michon Jackson, on behalf of the Anamosa City Council»» 107 S. Ford Street Anamosa, IA 52205	ARCHITECT: <i>(name and address)</i> Shive-Hattery, Inc. 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266	

The Owner and Architect amend the Agreement as follows:

Requesting Contract Time Extension and Fee for Additional Construction Administration Services:

The project bids were received on May 6, 2021 and a Substantial Completion date was established for January 31, 2022. Amendment-02 was generated to continue construction administration services due the contractor extending the construction completion of the project and the termination date was established as December 30, 2022. We are still waiting for construction of the building to be completed. Substantial completion has been delayed/extended by the contractor to some time in January, 2023, therefore, we are requesting a contract time extension for additional CA-Services beginning on January 1, 2023 to perform the following Scope of Work:

- 1.1 Attend Owner/Architect/Contractor meetings as requested virtual or onsite.
- 1.2 Generate contract modifications requests from owner/contractor.
- 1.3 Respond to additional Requests for Information.
- 1.4 Review of project for Substantial Completion.
- 1.5. Final review of project for completion.
- 1.6 Processing additional Pay Applications.
- 1.7 Review of close out documentation.
- 1.8 Project Closeout.
- 1.9 Additional services are required for changes to scope of work.

ADD Hourly Fee: \$12,500

We will perform the above scope of work on an hourly basis not to exceed.

Reference Exhibit-A: 2023 STANDARD HOURLY FEE SCHEDULE (For Staffing Levels & Expenses).

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Basic Agreement: AIA, B101:	\$ 99,500
Amendment-01 Scope of Work Chnage	\$ 6,900
Amendment-02 Add Construction Admin:	\$ 15,000
Added Expenses:	\$ 2,500

Current Contract Total: \$123,900

Amendment-03 Add Construction Admin:	\$ 22,500
Added Expenses:	\$ 2,500

Total Fee: \$148,900

Schedule Adjustment:

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User Notes:

(3B9ADA36)

Contract Terminates: Upon final completion of construction, or no later than April 30, 2023.

SIGNATURES:

Shive-Hattery, Inc.
ARCHITECT *(Firm name)*



SIGNATURE
Ronald L. Hinds, Project
Manager

PRINTED NAME AND TITLE

January 1, 2023
DATE

City of Anamosa, IA
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

MEETING MINUTES PLANNING & ZONING COMMISSION
Thursday, March 23, 2023 – 5:30 p.m. – City Hall Council Chambers

Members present: Kari Dearborn, Mike Shaffer, Jeff Wilken, Tim Hollet, Larry McConaughy and Doug Edel.
Members absent: None. Visitor present: Mike Wolfe, TJ Siebels. Staff present: City Administrator Jeremiah Hoyt and Zoning Secretary, Penny Lode.

The meeting was called to order by Chairperson Edel at 5:30 p.m. Roll Call was taken with a quorum present.

Motion by Dearborn to approve the minutes of 01/18/23 meeting, seconded by McConaughy. All ayes. Motion carried.

Edel opened for discussion the application for re-zoning by WS Properties to rezone the property located at 108 S Davis Street from C-1 Central Commercial to C-2 Arterial Commercial. Discussion among the Commission followed.

Motion by Dearborn, second by Shaffer to recommend the City Council re-zone the property located at 108 S Davis Street from C-1 Central Commercial to C-2 Arterial Commercial. Roll vote. All ayes. Motion carried.

Motion by Dearborn to adjourn, seconded by Wilken. Meeting adjourned at 5:35 p.m.

Doug Edel, Chairperson

Penny K. Lode, Zoning Secretary

City of Anamosa - Rezoning Request Application

Date of Application: 2-27-23

Fee Required with Application: \$100.00

Address of property that is being requested to be rezoned: 108 South Davis

Applicant(s) Name: WS Properties

Applicant Address: 9983 Red Fox RD Anamosa

Applicant Telephone: 319-480-9984

Do Applicant(s) own the ground that is being requested for rezoning? ☒ YES ☐ NO

If NO, then the following is required:

Property Owner(s): _____

Property Owner Address: _____

Property Owner Telephone: _____

Signature of approval from property owner(s): _____

Current zoning of property: C-1 Commercial

Current use of the property: Storage; Shop for Rental Properties

Requested zoning of property: Change C-1 to C-2

Proposed use of property: Storage And Repair For Rental
house Business.

Attach to this application the following:

- Legal description and a map/plat of property showing, but not limited to, locations, dimensions and use of all properties within 200' feet, including streets, alleys, right of ways and other physical features. The map/plat must be done to scale.
- Names and addresses of adjoining property owners within 200 feet.
- \$100.00 application fee payable to The City of Anamosa.

Signature of Applicant(s): mt Wolfe Date: 2-27-23

RESOLUTION NO. 2023-19

***RESOLUTION SETTING THE DATE FOR THE PUBLIC HEARING ON THE REQUEST
FILED BY WS PROPERTIES TO REZONE PROPERTY AT 108 S DAVIS STREET FROM
C-1, CENTRAL COMMERCIAL, TO C-2, ARTERIAL COMMERCIAL***

WHEREAS, WS Properties has made a request for the rezoning of property located at 108 S Davis Street from C-1 Central Commercial to C-2 Arterial Commercial; and

WHEREAS, the Planning and Zoning Commission reviewed the request at their March 23, 2023 meeting and have forwarded their recommendation on the re-zoning request to the Anamosa City Council for their consideration; and

WHEREAS, rezoning applications require a public hearing and that said notice can not be less than seven (7) days nor more than twenty (20) days prior to the public hearing. Said hearing must take place at a regularly scheduled Council meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby set April 10, 2023 at 6:00 p.m. as the date and time for the public hearing to be held in the Anamosa City Hall Council Chambers in Anamosa, Iowa.

FURTHERMORE, that said publication shall be made in accordance with the Anamosa City Code and the State Code of Iowa.

Councilmember _____ introduced the foregoing **Resolution No. 2023-** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
KAY SMITH				
TUETKEN				
ZUMBACH				
STOUT				
GOMBERT				

PASSED AND APPROVED this 27TH day of March, 2023.

Rod Smith, Mayor

ATTEST:

Jeremiah Hoyt, Interim City Administrator/City Clerk

RESOLUTION NO. 2023-20

**A RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING REGARDING THE 3RD STREET
SIDEWALK PROJECT.**

WHEREAS, notice of this public hearing must be published at least 10 days prior to the date of the meeting; and

WHEREAS, a work session will be scheduled on April 10th to provide additional details and discuss the 3rd Street Sidewalk Project; and

WHEREAS, the grant application preparation for this respective project is underway.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

that the City of Anamosa City Council does hereby set April 24, 2023 at 6:00 p.m. as the date and time for the public hearing to be held in the Anamosa Library and Learning Center in Anamosa, Iowa.

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
TUETKEN				
ZUMBACH				
STOUT				
GOMBERT				

PASSED AND APPROVED this 27th day of March, 2023.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, INTERIM CITY ADMINISTRATOR/CITY CLERK

RESOLUTION NO. 2023-21

RESOLUTION APPROVING AND AUTHORIZING THE PLACEMENT OF FUNDS IN VARIOUS DEPOSITORIES

WHEREAS, from time to time it becomes necessary to review the status and position of funds in banks where we have them placed as designated depositories; and

WHEREAS, in March 2022 the City Council updated the depository resolution designating the location and the maximum amount where City funds can be placed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby approve the following list of financial institutions to be depositories for the City of Anamosa, Iowa funds in conformance with all applicable provisions of the Iowa Code to be effective March 27, 2023, and

MAY IT BE FURTHER RESOLVED THAT, the following employees are hereby authorized to deposit funds for the City of Anamosa in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

Authorized Depositors:

Jeremiah Hoyt
Penny Lode
Madison Faber

Authorized Depositories:

CITIZENS SAVINGS BANK – ANAMOSA

Maximum balance in effect under this resolution \$ 9,000,000.00

FIDELITY BANK AND TRUST – ANAMOSA

(Previously Security State Bank- Anamosa)

Maximum balance in effect under this resolution \$ 9,000,000.00

F&M (FARMERS AND MERCHANTS) SAVINGS BANK – ANAMOSA

Maximum balance in effect under this resolution \$ 9,000,000.00

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

The roll was called and the following indicates the result of the vote.

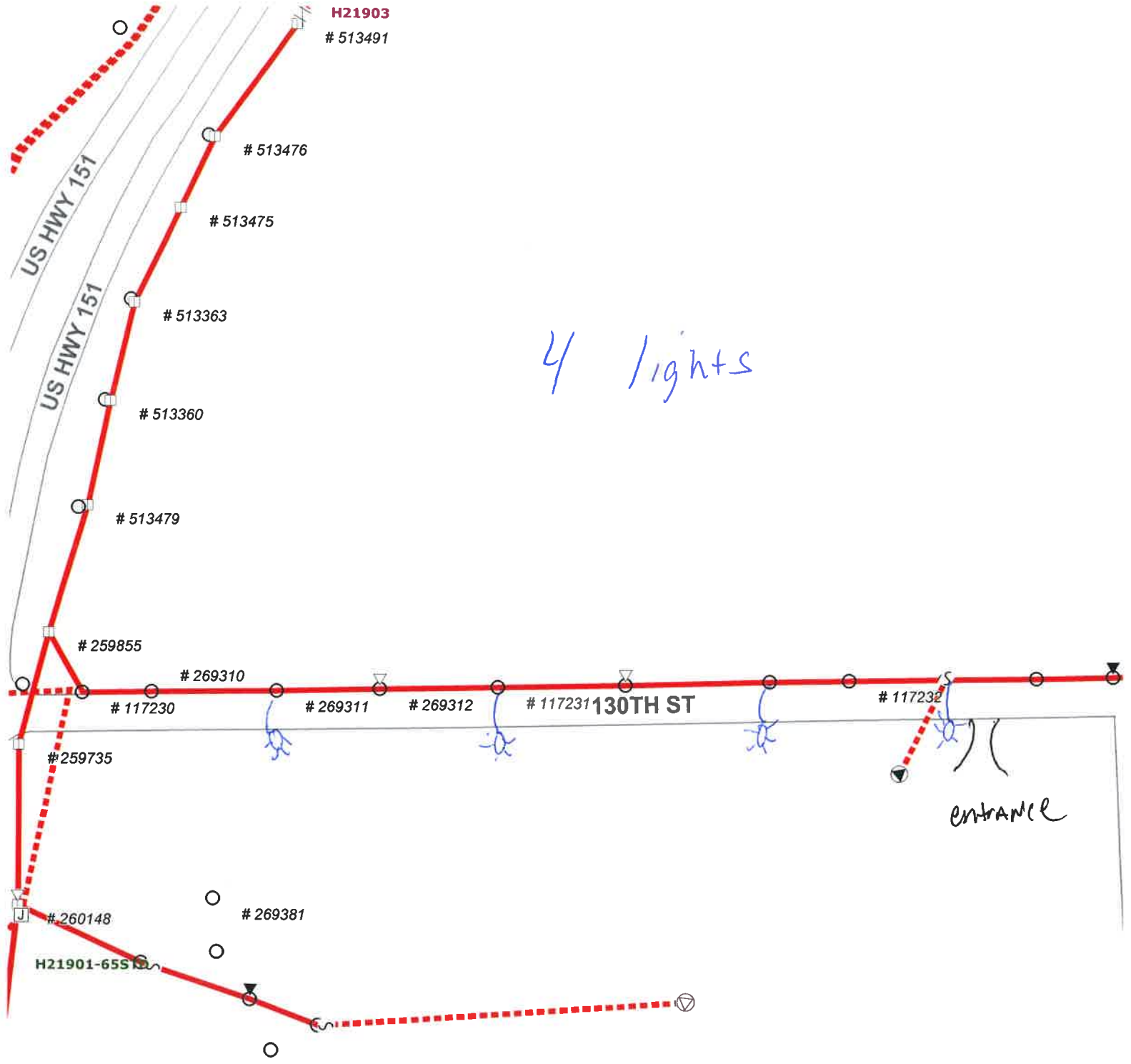
COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
TUETKEN				
ZUMBACH				
STOUT				
GOMBERT				

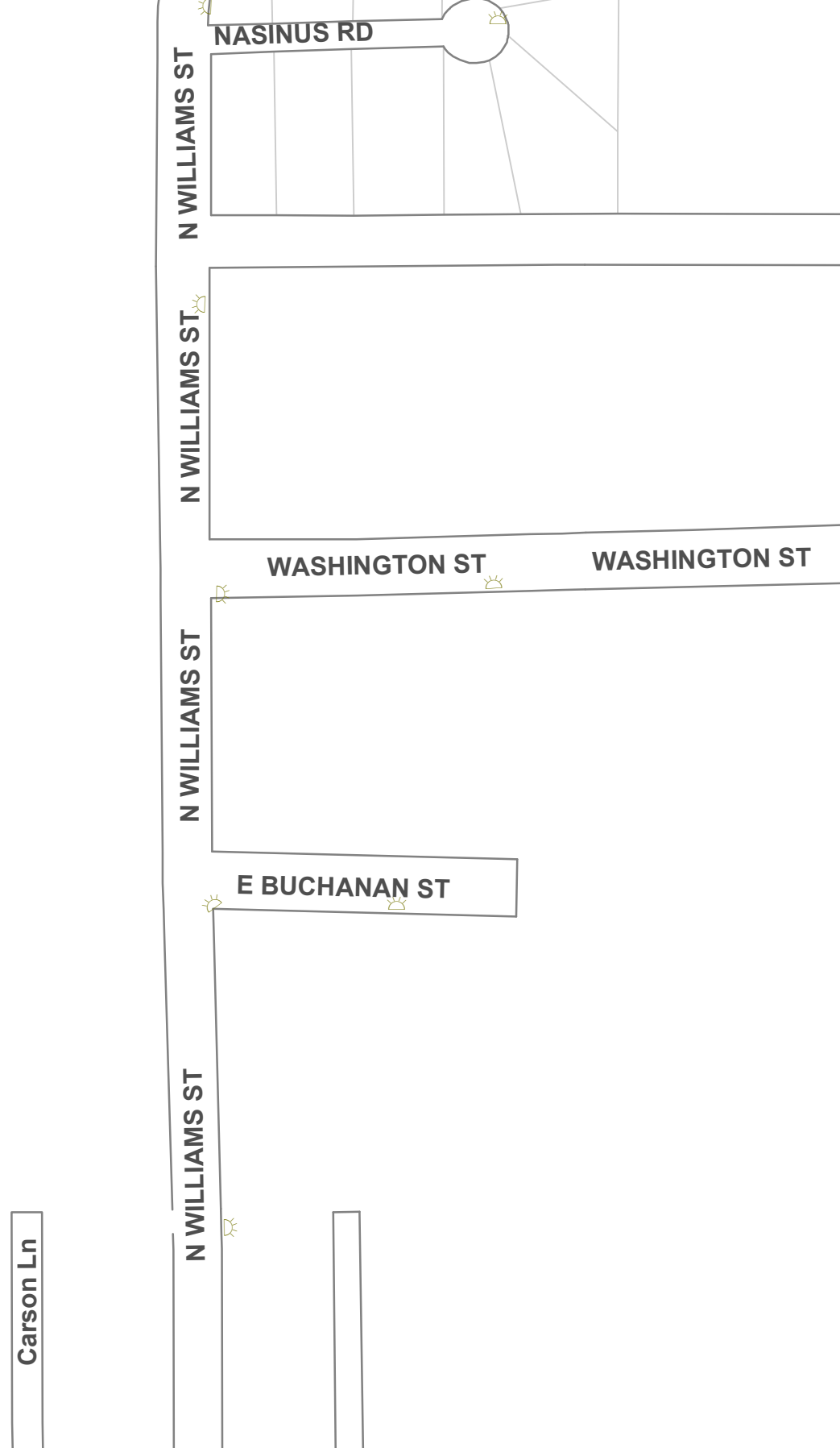
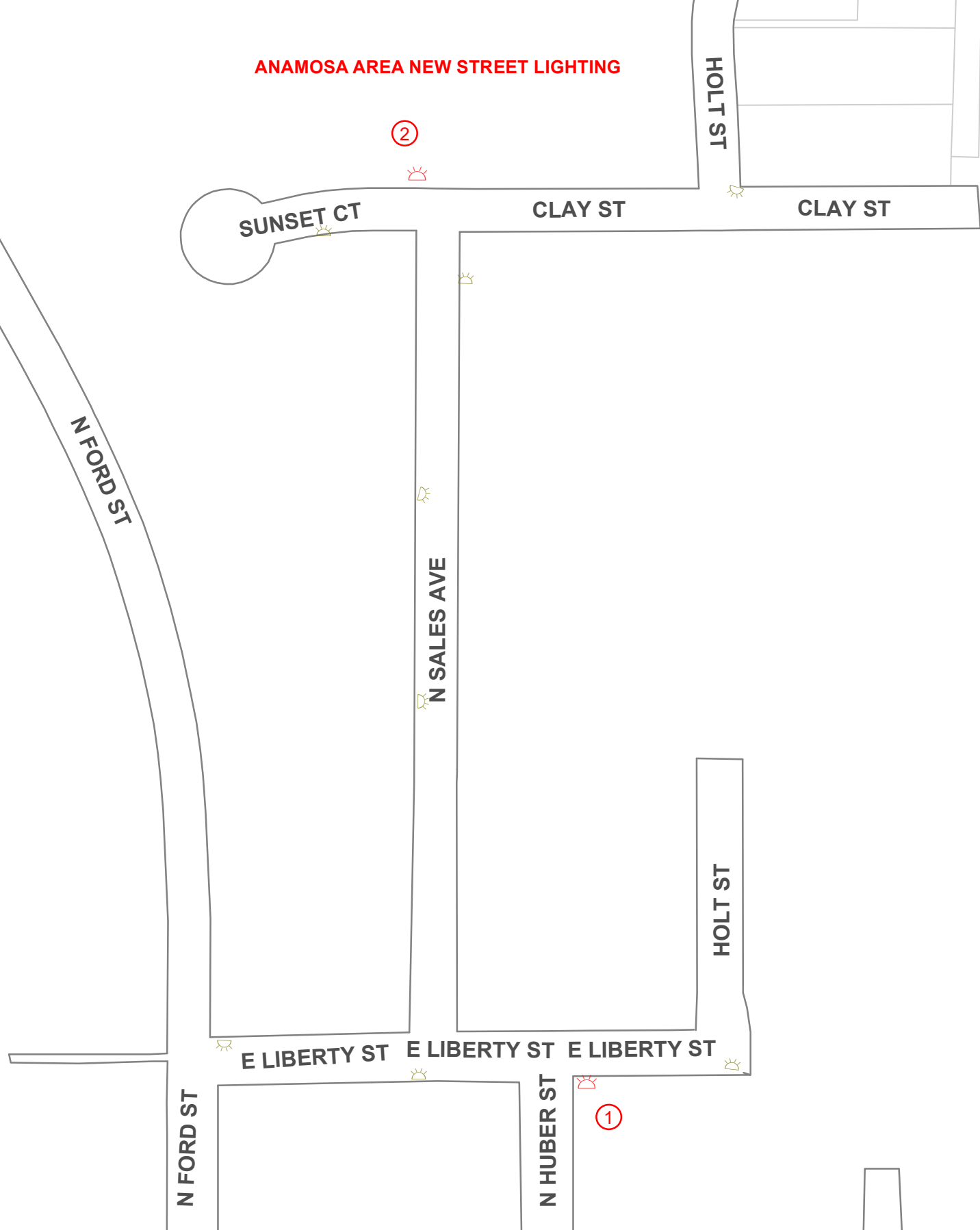
PASSED AND APPROVED this 27th day of March, 2023.

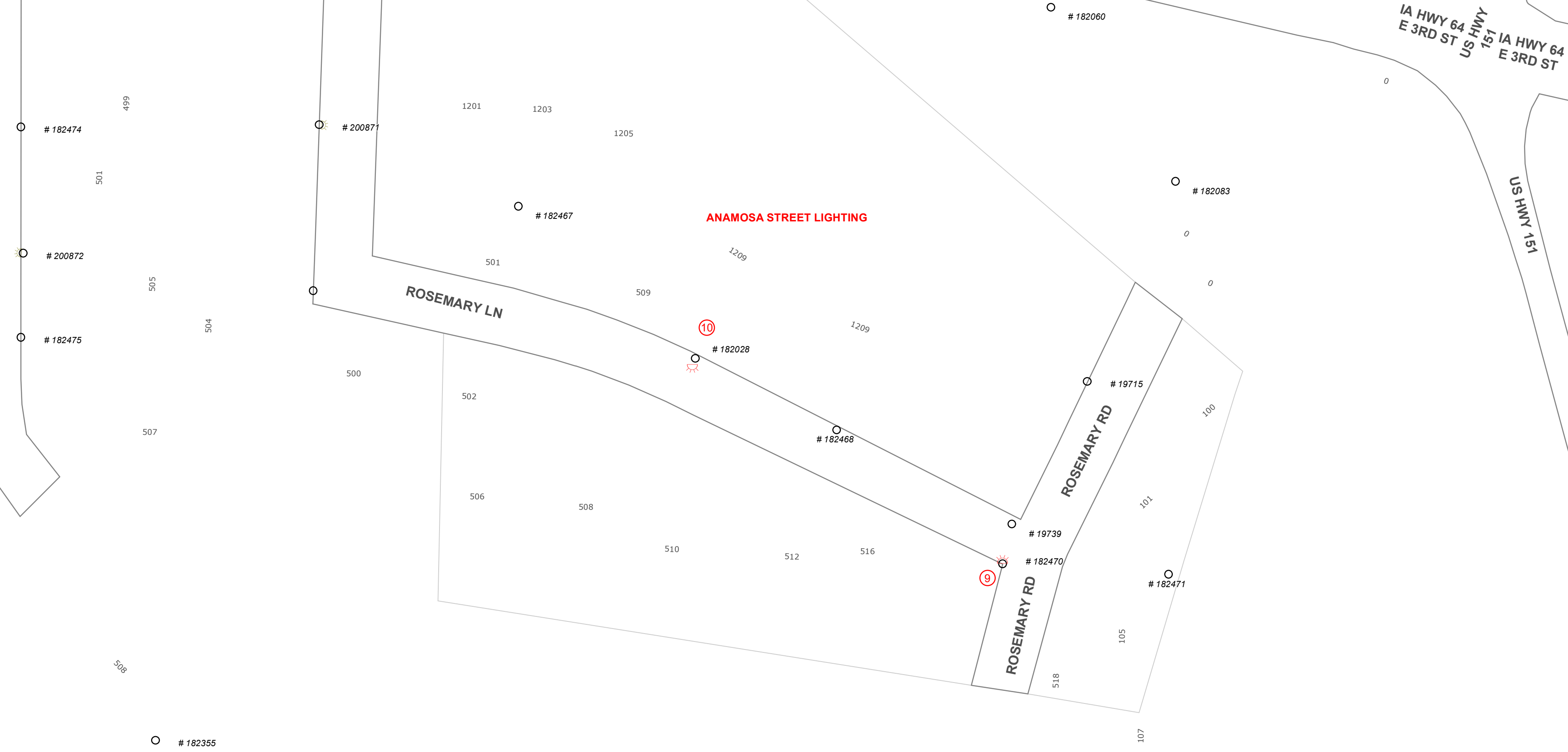
ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, INTERIM CITY ADMINISTRATOR/CITY CLERK









STREET LIGHTING RESOLUTION

The following Resolution 2023-22 was adopted by the City Council of the City of Anamosa at a meeting held on March 27th, 20 23.

Be it resolved by the City Council of the City of Anamosa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

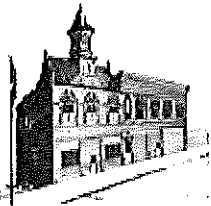
NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (<i>check one</i>)
1. <u>14</u>	<u></u>	<u></u>	<u></u>	<u></u>	<input type="checkbox"/> OH <input type="checkbox"/> UG
2. <u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<input type="checkbox"/> OH <input type="checkbox"/> UG
3. <u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1.	<u>Various locations as presented by Shane Brown, Street Superintendent (see attached maps)</u>
2.	<u></u>
3.	<u></u>

City Official
declared said Resolution duly passed and adopted the
day of , 20 .

Attest

Title



City of Anamosa, IA

Expense Approval Report

By Vendor Name

Payment Dates 3/14/2023 - 3/27/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 004233 - 941 TAX EFT PAYMENT					
941 TAX EFT PAYMENT	INV0000872	03/17/2023	MEDICARE TAX	001-000-2206	1,987.48
941 TAX EFT PAYMENT	INV0000873	03/17/2023	SOCIAL SECURITY TAX	001-000-2202	8,497.90
941 TAX EFT PAYMENT	INV0000874	03/17/2023	FEDERAL TAX	001-000-2200	4,947.76
Vendor 004233 - 941 TAX EFT PAYMENT Total:					15,433.14
Vendor: 006141 - AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVICES	031623OPENINV	03/27/2023	SUPPLIES	001-622-6535	106.73
AMAZON CAPITAL SERVICES	031623OPENINV	03/27/2023	SUPPLIES	110-211-6535	200.14
AMAZON CAPITAL SERVICES	031623OPENINV	03/27/2023	SUPPLIES	600-810-6556	124.60
Vendor 006141 - AMAZON CAPITAL SERVICES Total:					431.47
Vendor: 006279 - AUXIANT					
AUXIANT	031423	03/27/2023	AUXIANT	001-622-6155	1,518.60
AUXIANT	031523	03/27/2023	AUXIANT	001-110-6155	36.00
AUXIANT	031523	03/27/2023	AUXIANT	001-210-6155	36.00
AUXIANT	031523	03/27/2023	AUXIANT	001-622-6155	45.00
AUXIANT	031523	03/27/2023	AUXIANT	041-410-6155	27.00
AUXIANT	031523	03/27/2023	AUXIANT	046-460-6155	9.00
AUXIANT	031523	03/27/2023	AUXIANT	600-810-6155	27.00
AUXIANT	031523	03/27/2023	AUXIANT	610-815-6155	18.00
Vendor 006279 - AUXIANT Total:					1,716.60
Vendor: 000188 - BAKER & TAYLOR					
BAKER & TAYLOR	2037337835	03/21/2023	BPPLS	041-410-6501	243.77
BAKER & TAYLOR	2037342565	03/21/2023	BOOKS	041-410-6501	425.57
BAKER & TAYLOR	2037367101	03/21/2023	BOOKS	041-410-6501	112.03
Vendor 000188 - BAKER & TAYLOR Total:					781.37
Vendor: 005731 - BANOWETZ LUMBER COMPANY INC					
BANOWETZ LUMBER COMPA	2687	03/27/2023	PLYWOOD	110-211-6530	55.17
BANOWETZ LUMBER COMPA	2695	03/27/2023	HINGE	110-211-6530	13.99
Vendor 005731 - BANOWETZ LUMBER COMPANY INC Total:					69.16
Vendor: 000191 - BARRON MOTOR SUPPLY					
BARRON MOTOR SUPPLY	285177	03/27/2023	PARTS	600-810-6474	28.44
BARRON MOTOR SUPPLY	285223	03/27/2023	PARTS	110-211-6470	33.48
Vendor 000191 - BARRON MOTOR SUPPLY Total:					61.92
Vendor: 005272 - BLACK HILLS ENERGY					
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	001-110-6370	583.82
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	001-110-6370	666.13
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	001-650-6370	1,039.39
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	015-150-6370	620.31
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	015-150-6370	616.61
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	044-440-6370	35.26
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	046-460-6370	1,439.10
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	110-211-6370	920.25
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	600-810-6370	223.30
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	600-810-6370	1,013.05
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	610-815-6370	1,859.30
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	610-815-6370	1,671.50
BLACK HILLS ENERGY	032823	03/27/2023	NATURAL GAS	610-815-6370	1,012.14
BLACK HILLS ENERGY	7791708282	03/27/2023	GAS MAIN HIT	600-810-6782	33,168.62
Vendor 005272 - BLACK HILLS ENERGY Total:					44,868.78
Vendor: 000395 - CENTURYLINK					
CENTURYLINK	3194628183B006519FEB23	03/27/2023	3194628183B006519FEB23	041-410-6373	3.72

Expense Approval Report

Payment Dates: 3/14/2023 - 3/27/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURYLINK	031023SD	03/27/2023	3194623756919 INTERNET	110-211-6373	66.04
Vendor 000395 - CENTURYLINK Total:					69.76
Vendor: 004883 - CHEM RIGHT LABORATORIES INC					
CHEM RIGHT LABORATORIES I	25722	03/27/2023	MONTHLY TESTING	600-810-6470	95.00
CHEM RIGHT LABORATORIES I	25804	03/27/2023	BAC T TESTING	600-810-6470	76.00
Vendor 004883 - CHEM RIGHT LABORATORIES INC Total:					171.00
Vendor: 000008 - CITY OF ANAMOSA					
CITY OF ANAMOSA	INV0000869	03/17/2023	FLEX - MEDICAL	001-000-2204	69.23
Vendor 000008 - CITY OF ANAMOSA Total:					69.23
Vendor: 003441 - COLLECTION SERVICES CENTER					
COLLECTION SERVICES CENTE	INV0000868	03/17/2023	COLLECTION SERVICES	001-000-2204	257.55
Vendor 003441 - COLLECTION SERVICES CENTER Total:					257.55
Vendor: 000771 - DANS OVERHEAD DOORS					
DANS OVERHEAD DOORS	550009	03/27/2023	GATE REPAIR	600-810-6553	448.86
Vendor 000771 - DANS OVERHEAD DOORS Total:					448.86
Vendor: 004760 - DELANCEY ELECTRIC CO.					
DELANCEY ELECTRIC CO.	5291	03/27/2023	HEATER WIRING	600-810-6554	790.00
DELANCEY ELECTRIC CO.	5293	03/27/2023	COUNCIL CHAMBERS WATER	001-650-6474	1,835.00
DELANCEY ELECTRIC CO.	5294	03/27/2023	LIGHT REPAIR	121-210-6371	550.00
Vendor 004760 - DELANCEY ELECTRIC CO. Total:					3,175.00
Vendor: 000229 - DEMCO					
DEMCO	7258171	03/21/2023	BOOK JACKET COVER	041-410-6531	247.66
DEMCO	7260778	03/21/2023	BOOK JACKET COVERS	041-410-6531	233.64
Vendor 000229 - DEMCO Total:					481.30
Vendor: 004585 - EDWARDS SANITATION					
EDWARDS SANITATION	98392	03/21/2023	APRIL/MAY SANITATION SERVI	041-410-6475	45.50
Vendor 004585 - EDWARDS SANITATION Total:					45.50
Vendor: 004526 - ELAN-CARDMEMBER SERVICE					
ELAN-CARDMEMBER SERVICE	031623	03/23/2023	ACCOUNT ENDING IN 0531	600-810-6553	41.40
ELAN-CARDMEMBER SERVICE	031623PD	03/27/2023	ACCOUNT ENDING IN 9484	001-110-6553	29.71
Vendor 004526 - ELAN-CARDMEMBER SERVICE Total:					71.11
Vendor: 004334 - FAREWAY STORES, INC.					
FAREWAY STORES, INC.	7221	03/27/2023	DRINKING WATER	600-810-6540	149.70
FAREWAY STORES, INC.	7221	03/27/2023	DRINKING WATER	610-815-6540	149.70
FAREWAY STORES, INC.	109163	03/27/2023	SUPPLIES	043-430-6490	43.88
FAREWAY STORES, INC.	177421	03/27/2023	SUPPLIES	046-460-6541	81.68
FAREWAY STORES, INC.	00007237	03/27/2023	WATER	110-211-6553	299.40
FAREWAY STORES, INC.	255	03/27/2023	DISTILLED WATER	610-815-6530	41.80
Vendor 004334 - FAREWAY STORES, INC. Total:					766.16
Vendor: 000703 - HACH COMPANY					
HACH COMPANY	13494111	03/27/2023	TESTING EQUIPMENT	610-815-6504	2,215.04
HACH COMPANY	1356204	03/27/2023	PROBE PARTS	610-815-6504	53.28
Vendor 000703 - HACH COMPANY Total:					2,268.32
Vendor: 005744 - HEIAR BROTHERS FENCING					
HEIAR BROTHERS FENCING	695205	03/27/2023	FENCE REPAIR	046-460-6475	120.00
Vendor 005744 - HEIAR BROTHERS FENCING Total:					120.00
Vendor: 000096 - IOWA ASSOC. OF MUNICIPAL UTIL.					
IOWA ASSOC. OF MUNICIPAL	27370	03/27/2023	WATER MEMBER DUES	600-810-6430	522.50
IOWA ASSOC. OF MUNICIPAL	27370	03/27/2023	WATER MEMBER DUES	610-815-6430	522.50
Vendor 000096 - IOWA ASSOC. OF MUNICIPAL UTIL. Total:					1,045.00
Vendor: 000281 - IPERS COLLECTIONS					
IPERS COLLECTIONS	INV0000870	03/17/2023	IPERS	001-000-2203	8,425.44
IPERS COLLECTIONS	INV0000871	03/17/2023	IPERS	001-000-2203	2,251.11
Vendor 000281 - IPERS COLLECTIONS Total:					10,676.55

Expense Approval Report

Payment Dates: 3/14/2023 - 3/27/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 000285 - J&R SUPPLY					
J&R SUPPLY	2303012-IN	03/27/2023	HOSES	044-440-6541	140.00
Vendor 000285 - J&R SUPPLY Total:					140.00
Vendor: 005970 - JJ MERRILL CUSTOM FABRICATION					
JJ MERRILL CUSTOM FABRICA	459	03/27/2023	INSTALL TRAILER BRAKE	110-211-6470	976.75
Vendor 005970 - JJ MERRILL CUSTOM FABRICATION Total:					976.75
Vendor: 000387 - JOHN DEERE FINANCIAL					
JOHN DEERE FINANCIAL	4234720	03/27/2023	SUPPLIES	610-815-6523	101.44
JOHN DEERE FINANCIAL	4234734	03/27/2023	KEY BLANK	600-810-6530	14.32
JOHN DEERE FINANCIAL	4234872	03/27/2023	BOLTS	110-211-6553	1.49
JOHN DEERE FINANCIAL	4236007	03/27/2023	SUPPLIES	001-110-6504	12.99
JOHN DEERE FINANCIAL	4236840	03/27/2023	BULBS	610-815-6530	6.79
JOHN DEERE FINANCIAL	4236958	03/27/2023	LOCKNUTS	110-211-6470	2.58
JOHN DEERE FINANCIAL	4236975	03/27/2023	BATTERIES	600-810-6540	5.39
JOHN DEERE FINANCIAL	4237059	03/27/2023	RATCHET STRAPS	610-815-6530	25.78
JOHN DEERE FINANCIAL	4237286	03/27/2023	PRESSURE GAUGE	110-211-6553	15.28
JOHN DEERE FINANCIAL	4238330	03/27/2023	PAINT	110-211-6474	23.38
JOHN DEERE FINANCIAL	4239311	03/27/2023	TILE PROBES	610-815-6530	109.98
JOHN DEERE FINANCIAL	4240243	03/27/2023	CHANIS	110-211-6474	65.06
JOHN DEERE FINANCIAL	4241347	03/27/2023	TOP LINK PINS	110-211-6474	4.49
JOHN DEERE FINANCIAL	4241090	03/27/2023	SUPPLIES	046-460-6540	10.77
Vendor 000387 - JOHN DEERE FINANCIAL Total:					399.74
Vendor: 004737 - KROMMINGA MOTORS					
KROMMINGA MOTORS	73169	03/27/2023	WIRING HARNESS	610-815-6470	283.66
KROMMINGA MOTORS	27661	03/27/2023	SNOWBLOWER RENTAL	110-211-6544	2,400.00
KROMMINGA MOTORS	73302	03/27/2023	SKID LOADER PLATE	610-815-6470	223.75
Vendor 004737 - KROMMINGA MOTORS Total:					2,907.41
Vendor: 006042 - LEAF					
LEAF	14456282	03/21/2023	COPIER LEASE	041-410-6471	96.00
Vendor 006042 - LEAF Total:					96.00
Vendor: 004374 - LINN CO-OP OIL CO.					
LINN CO-OP OIL CO.	870350	03/27/2023	FUEL	110-211-6551	1,450.46
LINN CO-OP OIL CO.	870351	03/27/2023	FUEL	001-110-6551	305.78
LINN CO-OP OIL CO.	870352	03/27/2023	GAS	600-810-6551	297.29
Vendor 004374 - LINN CO-OP OIL CO. Total:					2,053.53
Vendor: 006123 - LYNCH DALLAS, P.C.					
LYNCH DALLAS, P.C.	205796	03/27/2023	HUMAN RESOURCES	001-640-6455	181.50
LYNCH DALLAS, P.C.	205797	03/27/2023	COLLECTIVE BARGAINING	001-110-6411	247.50
LYNCH DALLAS, P.C.	205810	03/27/2023	GENERAL MATTERS	001-640-6455	915.92
Vendor 006123 - LYNCH DALLAS, P.C. Total:					1,344.92
Vendor: 005346 - MAQUOKETA VALLEY ELECTRIC COOP					
MAQUOKETA VALLEY ELECTRI	030823	03/27/2023	INDUSTRIAL PARK LIGHTS	122-210-6372	48.15
MAQUOKETA VALLEY ELECTRI	031523CH	03/27/2023	INTERNET	001-622-6454	99.95
MAQUOKETA VALLEY ELECTRI	031523LCC	03/27/2023	INTERNET	046-460-6373	139.55
MAQUOKETA VALLEY ELECTRI	031523PD	03/27/2023	INTERNET	001-110-6480	99.95
MAQUOKETA VALLEY ELECTRI	031523WP	03/27/2023	INTERNET	600-810-6535	139.85
Vendor 005346 - MAQUOKETA VALLEY ELECTRIC COOP Total:					527.45
Vendor: 004769 - MEDIACOM					
MEDIACOM	030723FD	03/27/2023	INTERNET	015-150-6373	103.46
Vendor 004769 - MEDIACOM Total:					103.46
Vendor: 003146 - MENARDS					
MENARDS	17658	03/27/2023	SUPPLIES	046-460-6541	269.61
Vendor 003146 - MENARDS Total:					269.61
Vendor: 005030 - MID-IOWA SOLID WASTE					
MID-IOWA SOLID WASTE	58276	03/27/2023	SWEEPER PARTS	110-211-6474	696.41
Vendor 005030 - MID-IOWA SOLID WASTE Total:					696.41

Expense Approval Report

Payment Dates: 3/14/2023 - 3/27/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 005903 - MIDWEST PATCH					
MIDWEST PATCH	3350	03/27/2023	STREET PATCH	110-211-6543	884.50
Vendor 005903 - MIDWEST PATCH Total:					884.50
Vendor: 005982 - MIDWEST TAPE					
MIDWEST TAPE	503440696	03/21/2023	HOOPLA	122-410-6725	101.66
Vendor 005982 - MIDWEST TAPE Total:					101.66
Vendor: 006511 - MINNIHAN, NICOLE					
MINNIHAN, NICOLE	030223	03/27/2023	MILEAGE	001-110-6446	195.85
Vendor 006511 - MINNIHAN, NICOLE Total:					195.85
Vendor: 006154 - NAYLOR SEED CO					
NAYLOR SEED CO	18709	03/27/2023	GRASS SEED	001-450-4741	250.00
Vendor 006154 - NAYLOR SEED CO Total:					250.00
Vendor: 005880 - NORTH CENTRAL LABORATORIES					
NORTH CENTRAL LABORATOR	484572	03/27/2023	OVEN THERMOMETER	610-815-6504	68.69
Vendor 005880 - NORTH CENTRAL LABORATORIES Total:					68.69
Vendor: 004828 - PERFECTION LEARNING					
PERFECTION LEARNING	335079	03/21/2023	IOWA AWARD BOOKS	041-410-6501	369.02
Vendor 004828 - PERFECTION LEARNING Total:					369.02
Vendor: 005835 - QC ANALYTICAL SERVICES LLC					
QC ANALYTICAL SERVICES LLC	2303004	03/27/2023	SLUDGE TESTING	610-815-6479	64.00
QC ANALYTICAL SERVICES LLC	2303060	03/27/2023	MONTHLY TESTING	610-815-6479	1,718.75
QC ANALYTICAL SERVICES LLC	2303123	03/27/2023	WWTP SPECIAL TESTING	610-815-6479	1,224.00
Vendor 005835 - QC ANALYTICAL SERVICES LLC Total:					3,006.75
Vendor: 000991 - SCHERRMAN'S IMPLEMENT					
SCHERRMAN'S IMPLEMENT	IM68321	03/27/2023	PARTS	110-211-6470	143.75
Vendor 000991 - SCHERRMAN'S IMPLEMENT Total:					143.75
Vendor: 005507 - SUNSET LAW ENFORCEMENT					
SUNSET LAW ENFORCEMENT	0008007-IN	03/27/2023	SUPPLIES	001-110-6537	1,266.50
Vendor 005507 - SUNSET LAW ENFORCEMENT Total:					1,266.50
Vendor: 004654 - TRANSWORLD NETWORK, CORP					
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	001-110-6373	10.18
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	001-622-6373	65.41
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	015-150-6373	1.23
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	043-430-6373	10.75
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	044-440-6373	1.23
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	110-211-6373	2.46
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	600-810-6373	2.46
TRANSWORLD NETWORK, CO	15505730-8630	03/27/2023	LONG DISTANCE PHONE	610-815-6373	1.23
Vendor 004654 - TRANSWORLD NETWORK, CORP Total:					94.95
Vendor: 000393 - TREASURER STATE OF IOWA					
TREASURER STATE OF IOWA	INV0000875	03/17/2023	STATE TAX	001-000-2201	2,310.85
Vendor 000393 - TREASURER STATE OF IOWA Total:					2,310.85
Vendor: 004002 - U.S. CELLULAR					
U.S. CELLULAR	0567423198	03/27/2023	PHONE/TABLETS	110-211-6490	56.55
U.S. CELLULAR	0567423198	03/27/2023	PHONE/TABLETS	600-810-6373	218.17
U.S. CELLULAR	0567423198	03/27/2023	PHONE/TABLETS	610-815-6373	155.87
U.S. CELLULAR	0567423198	03/27/2023	PHONE/TABLETS	610-815-6480	753.49
Vendor 004002 - U.S. CELLULAR Total:					1,184.08
Vendor: 000359 - US POSTMASTER					
US POSTMASTER	031523	03/15/2023	UB POSTAGE	600-810-6535	361.91
US POSTMASTER	031523	03/15/2023	UB POSTAGE	610-815-6535	361.91
Vendor 000359 - US POSTMASTER Total:					723.82
Vendor: 004565 - USA BLUE BOOK					
USA BLUE BOOK	291444	03/27/2023	CHEMICALS	600-810-6501	88.59
USA BLUE BOOK	292985	03/27/2023	CHEMICALS	610-815-6501	175.43
Vendor 004565 - USA BLUE BOOK Total:					264.02

Expense Approval Report

Payment Dates: 3/14/2023 - 3/27/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 005703 - VISA					
VISA	11166001060761050	03/21/2023	DVDS	041-410-6501	151.50
VISA	11410276220246627	03/21/2023	DVD, GAMES, & DANCE SUPPL	041-410-6501	68.33
VISA	11410276220246627	03/21/2023	DVD, GAMES, & DANCE SUPPL	041-410-6537	35.94
VISA	19583257	03/21/2023	JONES CO. WEB SECURITY	041-410-6480	95.66
VISA	303045708378480	03/21/2023	VACUUM/VALENTINES DAY S	041-410-6537	41.19
VISA	303045708378480	03/21/2023	VACUUM/VALENTINES DAY S	041-410-6540	97.00
VISA	583039720789047	03/21/2023	VALITINES DANCE SUPPLIES	041-410-6537	73.10
Vendor 005703 - VISA Total:					<u>562.72</u>
Vendor: 003989 - WEBER STONE COMPANY					
WEBER STONE COMPANY	0198398-IN	03/27/2023	ROCK	110-211-6543	343.37
WEBER STONE COMPANY	198456	03/27/2023	ROCK	600-810-6472	610.92
Vendor 003989 - WEBER STONE COMPANY Total:					<u>954.29</u>
Vendor: 005057 - WELLMARK BLUE CROSS BLUE SHIEL					
WELLMARK BLUE CROSS BLUE	INV0000867	03/17/2023	COBRA HEALTH	001-000-2204	642.03
Vendor 005057 - WELLMARK BLUE CROSS BLUE SHIEL Total:					<u>642.03</u>
Grand Total:					<u><u>105,566.54</u></u>

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	38,937.26	31,024.95
015 - FIRE SERVICE	1,341.61	0.00
041 - LIBRARY FUND	2,366.63	2,362.91
043 - PARKS & RECREATION	54.63	0.00
044 - AQUA COURT	176.49	0.00
046 - LAWRENCE COMMUNITY CENTER FUND	2,069.71	9.00
110 - ROAD USE TAX	8,655.00	0.00
121 - LOCAL OPTION TAX 35%	550.00	0.00
122 - LOCAL OPTION TAX 65%	149.81	101.66
600 - WATER FUND	38,447.37	388.91
610 - WASTEWATER FUND	12,818.03	379.91
Grand Total:	105,566.54	34,267.34

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	4,947.76	4,947.76
001-000-2201	SIT HOLDING	2,310.85	2,310.85
001-000-2202	FICA HOLDING	8,497.90	8,497.90
001-000-2203	IPERS HOLDING	10,676.55	10,676.55
001-000-2204	PEDC HOLDING	968.81	968.81
001-000-2206	MEDICARE HOLDING	1,987.48	1,987.48
001-110-6155	SELF FUNDED HEALTH IN	36.00	36.00
001-110-6370	UTILITIES, GAS	1,249.95	0.00
001-110-6373	UTILITIES, TELEPHONE	10.18	0.00
001-110-6411	PROFESSIONAL SERVICE	247.50	0.00
001-110-6446	TRAVEL EXPENSES	195.85	0.00
001-110-6480	COMPUTER INTERNET S	99.95	0.00
001-110-6504	EQUIPMENT, SMALL	12.99	0.00
001-110-6537	JCERT	1,266.50	0.00
001-110-6551	VEHICLE FUEL EXPENSES	305.78	0.00
001-110-6553	MISCELLANEOUS EXPEN	29.71	0.00
001-210-6155	SELF FUNDED HEALTH IN	36.00	36.00
001-450-4741	CEMETERY MAINTENAN	250.00	0.00
001-622-6155	SELF FUNDED HEALTH IN	1,563.60	1,563.60
001-622-6373	UTILITIES, TELEPHONE	65.41	0.00
001-622-6454	MAINT. CONTRACT PAGE	99.95	0.00
001-622-6535	SUPPLIES/NONCAP EQUI	106.73	0.00
001-640-6455	CONTRACTS, GEN. CITY	1,097.42	0.00
001-650-6370	UTILITIES, GAS	1,039.39	0.00
001-650-6474	MAINTENANCE, BLDGS	1,835.00	0.00
015-150-6370	UTILITIES, GAS	1,236.92	0.00
015-150-6373	UTILITIES, TELEPHONE	104.69	0.00
041-410-6155	SELF FUNDED HEALTH IN	27.00	27.00
041-410-6373	UTILITIES, TELEPHONE	3.72	0.00
041-410-6471	MAINTENANCE, COPIER	96.00	96.00
041-410-6475	MAINTENANCE, BLDGS	45.50	45.50
041-410-6480	MAINT. CONTRACT COM	95.66	95.66
041-410-6501	BOOKS AND PERIODOCA	1,370.22	1,370.22
041-410-6531	SUPPLIES, LIBRARY	481.30	481.30
041-410-6537	SUPPLIES,CHILDRENS PR	150.23	150.23
041-410-6540	SUPPLIES, BLDGS. & GR	97.00	97.00
043-430-6373	UTILITIES, TELEPHONE	10.75	0.00
043-430-6490	EVENT EXPENSES	43.88	0.00
044-440-6370	UTILITIES, GAS	35.26	0.00
044-440-6373	UTILITIES, TELEPHONE	1.23	0.00
044-440-6541	MAINT. SUPPLIES BLDG	140.00	0.00
046-460-6155	SELF FUNDED HEALTH IN	9.00	9.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
046-460-6370	UTILITIES, GAS	1,439.10	0.00
046-460-6373	UTILITIES, TELEPHONE	139.55	0.00
046-460-6475	MAINTENANCE, BLDGS	120.00	0.00
046-460-6540	SUPPLIES, BLDGS. & GR	10.77	0.00
046-460-6541	SUPPLIES, JANITORIAL M	351.29	0.00
110-211-6370	UTILITIES, GAS	920.25	0.00
110-211-6373	UTILITIES, TELEPHONE	68.50	0.00
110-211-6470	MAINTENANCE, EQUIP	1,156.56	0.00
110-211-6474	MAINTENANCE, VEHICLE	789.34	0.00
110-211-6490	MAINT. CONTRACT PAGE	56.55	0.00
110-211-6530	SUPPLIES, OPERATIONS	69.16	0.00
110-211-6535	SUPPLIES, OFFICE	200.14	0.00
110-211-6543	SUPPLIES, STREET MAIN	1,227.87	0.00
110-211-6544	SUPPLIES, SNOW & ICE R	2,400.00	0.00
110-211-6551	VEHICLE FUEL EXPENSES	1,450.46	0.00
110-211-6553	MISCELLANEOUS SUPPLI	316.17	0.00
121-210-6371	STREET LIGHTS ELECTRIC	550.00	0.00
122-210-6372	ELECTRIC UTILITIES, ST LI	48.15	0.00
122-410-6725	EQUIPMENT	101.66	101.66
600-810-6155	SELF FUNDED HEALTH IN	27.00	27.00
600-810-6370	UTILITIES, GAS	1,236.35	0.00
600-810-6373	UTILITIES, TELEPHONE	220.63	0.00
600-810-6430	MEMBERSHIP DUES & S	522.50	0.00
600-810-6470	PROF. SERVICES - TESTIN	171.00	0.00
600-810-6472	MAINTENANCE, SYSTEM	610.92	0.00
600-810-6474	MAINTENANCE, VEHICLE	28.44	0.00
600-810-6501	CHEMICALS	88.59	0.00
600-810-6530	SUPPLIES, OPERATIONS	14.32	0.00
600-810-6535	SUPPLIES, OFFICE	501.76	361.91
600-810-6540	SUPPLIES, BLDGS. & GR	155.09	0.00
600-810-6551	FUEL EXPENSE	297.29	0.00
600-810-6553	MISCELLANEOUS EXPEN	490.26	0.00
600-810-6554	MAINTENANCE, GENERA	790.00	0.00
600-810-6556	MAINTENANCE, EQUIP	124.60	0.00
600-810-6782	WATER SYSTEM IMPROV	33,168.62	0.00
610-815-6155	SELF FUNDED HEALTH IN	18.00	18.00
610-815-6370	UTILITIES, GAS	4,542.94	0.00
610-815-6373	UTILITIES, TELEPHONE	157.10	0.00
610-815-6430	MEMBERSHIP DUES & S	522.50	0.00
610-815-6470	MAINTENANCE, EQUIP	507.41	0.00
610-815-6479	PROF. SERVICES - TESTIN	3,006.75	0.00
610-815-6480	MAINT. CONTRACT COM	753.49	0.00
610-815-6501	CHEMICALS	175.43	0.00
610-815-6504	EQUIPMENT, SMALL	2,337.01	0.00
610-815-6523	EQUIPMENT, BLDG. MAI	101.44	0.00
610-815-6530	OPERATIONS SUPPLIES	184.35	0.00
610-815-6535	SUPPLIES, OFFICE	361.91	361.91
610-815-6540	SUPPLIES, BLDGS. & GR	149.70	0.00
Grand Total:		105,566.54	34,267.34

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	105,566.54	34,267.34
Grand Total:	105,566.54	34,267.34