



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, October 12, 2020 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER (VIA ZOOM)
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link

<https://us02web.zoom.us/j/89501352312>

Passcode: Anamosa

Join by Telephone

+1 312 626 6799

Meeting ID: 895 0135 2312

Passcode: 4669097

If you wish to address the City Council, please use the “raise your hand” feature or comment indicating such. Once the Mayor has opened the issue for public comment, you will be called on and your microphone will be turned on. 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.

- 1.0) ROLL CALL**
- 2.0) PLEDGE OF ALLEGIANCE**
- 3.0) APPROVAL OF AGENDA**
- 4.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:**
 - 4.1) September 28, 2020 – Regular Council Meeting
- 5.0) PUBLIC HEARINGS: NONE**
- 6.0) PROCLAMATIONS: NONE**
- 7.0) OLD BUSINESS:**
 - 7.1) **IOWA ECONOMIC DEVELOPMENT AUTHORITY CONTRACT**
 - 7.2) **THE ECICOG CONTRACT FOR GRANT ADMINISTRATION (Tom Gruis)**
 - 7.3) **PROCUREMENT POLICY**
 - 7.4) **CODE OF CONDUCT**
 - 7.5) **EQUAL OPPORTUNITY POLICY STATEMENT**
 - 7.6) **THE RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(D) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**
 - 7.7) **POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE**
 - 7.8) **ALTERNATE SIGNATURES FORM**
 - 7.9) **AFFIRMATIVE FAIR HOUSING POLICY**
 - 7.10) **CDBG ADMINISTRATIVE PLAN**
 - 7.11) **ANAMOSA ENVIRONMENTAL REVIEW**
 - 7.12) **AUTHORIZATION FOR ALTERNATE SIGNATORIES (Section 106)**
 - 7.13) **REQUEST FOR RELEASE OF FUNDS**
 - 7.14) **PROFESSIONAL SERVICES AGREEMENT AMENDMENT MARTIN GARDNER**
 - 7.15) **INFORMATION ON TIMELINE AND PRELIM COST ESTIMATE**

- 7.16) **DISCUSSION OF RESOLUTION 2020-46** AGREEING TO BECOME A MEMBER OF THE SAFETY GROUP EAST IOWA AND IAMU AGREEMENT WITH APPOINTED DELIGATES. REAFFIRMATION WITH ATTORNEY’S OPINION RECIEVED.
- 7.17) **DICUSSION** AND POSSIBLE ACTION ON PUCHASE AGREEMENT FOR PROPERTY ADJACENT TO 215

8.0) NEW BUSINESS

- 8.1) **DISCUSSION** AND POSSIBLE ACTION ON GATES FOR THE ROAD CLOSURE AT OLD DUBUQUES ROAD AND HIGHWAY 151
- 8.2) **DISCUSSION** AND POSSIBLE ACTION ON DOG WASTE STATIONS DOWNTOWN (LeeAnna Boone)
- 8.3) **RESOLUTION** DELETING PROPERTY FROM THE HIGHWAY 151 URBAN RENEWAL AREA. **ROLL VOTE**
- 8.4) **FIRST READING OF ORDINANCE** DELETING PROPERTY FROM THE TAX INCREMENT FINANCING DISTRICT FOR THE HIGHWAY 151 URBAN RENEWAL AREA OF THE CITY OF ANAMOSA, IOWA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA. **ROLL VOTE**

POSSIBLE WAIVER OF **SECOND** AND **THIRD READINGS. ROLL VOTE.**
- 8.5) **RESOLUTION** SETTING DATE FOR PUBLIC HEARING ON DESIGNATION OF THE EXPANDED HIGHWAY 151 URBAN RENEWAL AREA AND ON URBAN RENEWAL PLAN AMENDMENT. **ROLL VOTE**
- 8.6) **RESOLUTION** AUTHORIZING DEDICATION AGREEMENT - ANAMOSA COMMERCIAL PARK, LLC
- 8.7) **RESOLUTION** APPROVING DEDICATION OF STREETS AND EASEMENT WITH ANAMOSA COMMERCIAL PARK, LLC. **ROLL VOTE**
- 8.8) **RENEWAL** OF LIQUOR LICENSE – MCOTTO’S
- 8.9) **REVIEW** AND APPROVAL OF CURRENT BILLS
- 8.10) **REVIEW** AND APPROVAL OF THE SEPTEMBER TREASURER’S REPORT

9.0) CITY ADMINISTRATOR’S REPORT:

10.0) MAYOR AND COUNCIL REPORTS:

- 10.1) MAYOR’S REPORT
- 10.2) COUNCIL REPORTS

11.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

12.0) ADJOURNMENT

STATEMENT OF COUNCIL PROCEEDINGS

September 28, 2020

The City Council of the City of Anamosa met in Regular Session September 28, 2020 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: John Machart, Rich Crump, Jeff Stout, Kay Smith, Alan Zumbach, and Galen Capron. Absent: none. Also present were Beth Brincks, City Clerk; Rebecca Vernon, Library Director. Due to the restrictions on public gatherings, the public utilized Zoom to participate in the meeting from their homes. 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.

Pledge of Allegiance.

Director Vernon gave some brief instructions on use of Zoom and how to participate in the meeting.

Motion by Stout, Second by Zumbach to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Zumbach, second by Smith to approve the minutes of the September 14, 2020 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Machart to table agenda items 7.2-7.10 pertaining to the 2020 CDBG Downtown Revitalization Grant until the next meeting so as to have the documents reviewed by the City Attorney. Ayes: all. Nays: none. Motion Carried.

Motion by Smith, second by Crump to approve the request for proposal for wayfinding signage. Derek Lumsden from Jones County Economic Development presented the RFP he was proposing. He gave an overview of the purpose of the signage and types of things they will give direction to. There will be other bids needed for fabrication and installation. These signs contribute to the vibrancy of the downtown area. Ayes: all. Nays: none. Motion carried

Gary Knight addressed the City Council in regard to an emergency service line repair that was done at 404 E 2nd Street which is the residence of his mother, Joy Knight. He claimed that the line was hit by a contractor and that his mother was not notified. Eva Atwood, Joy Knight's daughter, explained that she was there during this time and the plumber stated that he did not get an answer when knocking on the door. She explained that her mother had been in the hospital. The plumber informed her of the leak and that it had to be fixed and they would be billed. Cody Shaffer of Shaffer Plumbing was the plumber on the scene and stated that the contractor had not hit the line and that they had not even started boring in that area. They were hydro excavating when the extra water was found. It was the property owner's line that had failed. It may have been leaking for some time. The City Council took no action and the property owner will be expected to continue payments on the repair bill.

The Mayor explained that there was to be a water line repair where the parklet for Tucker' Tavern is located and he had the parklet relocated to Main Street. The City Council had previously approved only 2 parklets be located on Main Street. Jim Henson Water

Superintendent explained that the repairs were set for Monday and Tuesday since Tucker's is closed those days. After some discussion, the parklet will be moved back on Wednesday and no action will be taken on this matter at this time.

Motion by Smith, second by Zumbach to set the time for trick or treating to Saturday, October 31, 2020 from 6-8pm. LeeAnna Boone from the Chamber was inquiring since she had received several questions about if it was going to be permitted. Zumbach stated that he is confident that people will use commonsense. As always participation is voluntary. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve the closure of Walworth Ave on October 2, 2020 from 9:30-10:30 am for the Pumpkin Roll, the use of City Parking lots, and barricades for Pumpkin Fest activities. LeeAnna Boone gave an overview of the events and locations. The Fun Run will be the same route as the Reindeer Run. Citizens can vote for favorite pumpkin and scarecrow. Ayes: all. Nay: none. Motion carried.

Motion by Smith, second by Crump to approve Resolution 2020-50 approving the hiring and setting wages for Park and Recreation Interns. Roll vote. Ayes: Crump, Smith, Machart, Zumbach, Stout, and Capron. Nays: none. Motion carried.

Motion by Zumbach, second by Machart to approve Resolution 2020-51 approving the hiring and setting salary of an Interim Streets Superintendent. Roll vote. Ayes: Machart, Zumbach, Crump, Smith, Capron, and Stout. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to post the City Administrator Position opening on the door at City Hall for 10 days. Smith stated that she requested this item in the agenda and stated there was no reason to delay a decision. The Mayor wanted to see it advertised. Crump stated his motion was for the 10 day post. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to approve the Liquor License renewal for Fareway. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to approve the Liquor License renewal for the Anamosa Bowling Center. Ayes: all. Nays: none. Motion carried.

Motion by Smith, to approve the current bills, second by Stout. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Brincks reported the accounting software planning and input will be going on at City Hall this week. It is a very intense process and will be the main focus of the office. We are still working on documentation for the audits and preparing for the annual reports. We were able to get an application in for FEMA consideration for the storm damage. There will be more information to come on this.

Mayor and Council Reports: The Mayor had no report. Smith reported that the Library Board met on Monday and the Friends of the Library are raffling off a quilt, which is on display in the library. An old map of Anamosa has been donated and is also on display. Everyone is encourage to come see it. Stout reported that the DOT has quite a few products that can be purchased and may save the City money. Monticello has purchased may items through them.

Public with business for on items not on the agenda: Dick Stivers gave a report of speeding issues on South Garnavillo. He would like to see signs posted. Chief Hoyt has had some officers there and may see about using the speed trailer.

Motion by Crump, second by Machart to enter into Closed Session per Iowa Code 21.5 (1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. City Attorney O'Connell was not present. Crump rescinded his motion and Machart rescinded his second. The City Council did not go into closed session.

Motion by Crump, second by Smith to adjourn. Ayes: all. Nays: none. Motion Carried. Meeting adjourned at 7:35 pm.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

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

RECIPIENT: Anamosa
CONTRACT NUMBER: 20-DTR-001
EFFECTIVE DATE: September 15, 2020
AWARD AMOUNT: \$500,000
END DATE: July 31, 2023

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(h) - Facade Easements
116 - Facade Improvements	6.10(m) - Bid Solicitation Requirement and Construction Restrictions

(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	OUTSIDE AGENCY
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(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.

REPORT

DUE DATE

- | | |
|---|---|
| 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.

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 www.iowaeconomicdevelopment.com/Community/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 in 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: Anamosa

BY:

Mayor
Anamosa
107 South Ford Street
Anamosa, Iowa 52205

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 2018

1.0 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 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). 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 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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).

(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.

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

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

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

Contract Number: **20-DTR-001, the “CDBG Contract”**

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

Contract Amount: **NOT TO EXCEED \$27,500**

Effective Date: **September 15, 2020**

Expiration Date: **July 31, 2023**

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 will conform to fees shown in Appendix “A”. 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 1981, and Chapter 23 of the Iowa 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.

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, 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 five years after final payments are made and all other pending matters are 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 budget presented in the Special Conditions of this Contract. Allowable costs are subject to audit under the principles defined in Attachment "A" of OMB Circular A-87 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 in the Attachment "A" OMB Circular A-87.
- 2.4.3 Expenditures which exceed budget line-item amounts will not be disallowed for payment solely because of minor deviations from the budgeted amount provided that the deviation does not exceed ten percent (10%) of the budgeted line-item amount. However, 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 quality 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.
- 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).

Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.

- Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.

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."

APPENDIX A

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.

PROCUREMENT POLICY

This Procurement Policy of Anamosa, Iowa (hereinafter referenced as "Recipient") is applied with respect to funding assistance awarded from the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD), by the Iowa Economic Development Authority (IEDA), as specified in 2 CFR Part 200.317 - 200.326

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the Recipient as related to the implementation and administration of CDBG Program award. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200, or as may be amended.

POLICY

GENERAL PROCUREMENT PRACTICES

Recipient will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

Recipient will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

- A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)
- B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures

are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.

- C. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.
1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
 - a) A complete, adequate and realistic specification or purchase description is available.
 - b) Two or more responsible bidders are willing and able to compete effectively for Recipient's business; and
 - c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
 2. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
 - b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
 - c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of Recipient indicates that such discounts are generally taken.
 - e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
- D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:
1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.

2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
 3. Recipient shall have a method for conducting evaluations of the proposals received and for selecting awardees.
 4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
 5. Recipient should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.
- E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:
1. The item is available from only a single source;
 2. After solicitation of a number of sources, competition is determined inadequate;
 3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
 4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).
- F. Recipient will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.
- G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

RECYCLED MATERIALS

Recipient will procure items with the highest percentage of recycled materials practical. Recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

“The contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.”

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. Recipient shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

Recipient shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (Recipient) shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

Passed and adopted this 12th day of October 2020.

Signature

Rod Smith / Mayor

ATTEST:

Signature

Beth Brincks / City Clerk

CODE OF CONDUCT

PURPOSE

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

APPLICATION

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

REQUIREMENTS

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

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award.

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

FRAUD, WASTE AND ABUSE

City of Anamosa has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Anamosa of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to the Anamosa City Clerk, 107 South Ford St, Anamosa, IA 52205 or 319-462-6055

REMEDIES

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

Passed and adopted this 12th day of October, 2020.

(signature)

Rod Smith, Mayor

ATTEST:

(signature)

Beth Brincks City Clerk

EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Anamosa, Iowa (hereinafter referred to as "City") to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation.

The Mayor of the City has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by the City, which may be contacted at 319-462-6055.

This Equal Opportunity Policy of the City shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Adopted by the City this 12th day of October, 2020.

Rod Smith, Mayor

The Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, As Amended

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

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

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

The City of Anamosa will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and/or HOME Programs, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

Adopted by the Council of the City of Anamosa this 12th day of October 2020

Signed (Rod Smith, Mayor): _____

Attest (Beth Brincks, City Clerk): _____

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, the City of Anamosa, Iowa (hereinafter referred to as “City”) has received federal funding through the Community Development Block Grant (CDBG) program; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by the City, which may be contacted at 319-462-6055.

Adopted by the City this 12th day of October 2020.

Rod Smith, Mayor

SIGNATURE AUTHORIZATION FOR ALTERNATE SIGNATORS

RE: Contract Number: 20-DTR-001
Recipient: City of Anamosa, Iowa

In the event that the Chief Elected Official (CEO) is unable to sign project related correspondence for the Recipient's above referenced contract, the following alternates are designated below. The signatures attested below are effective as of the 12th day of October 2020

Sincerely,

CEO / Rod Smith, Mayor

Signatory # 1

Signatory # 2

Signatory # 3

Witness

**PUBLIC NOTICE
AFFIRMATIVE FAIR HOUSING POLICY**

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

The City advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: _____

OFFICE: City Hall

ADDRESS: 107 South Ford St

CITY/STATE/ZIP CODE: Anamosa, Iowa 52205

PHONE NUMBER: (319) 462-6055



Administrative Plan for the City of _____

Contract # _____

For submittal to the Iowa Economic Development Authority (IEDA)

City: _____

- ✓ Assume ultimate responsibility for the overall grant project, as the HUD designated Responsible Entity in accordance with 24 CFR 58.
- ✓ Monitor project timeliness to ensure project goes out to bid within a year of contract start date.
- ✓ Monitor and provide guidance on deletion/substitution of properties, with the exception of property owners dropping out of the project which may be out of the city's control. In the event of the contract performance measure changing (total number of buildings) an amendment must be requested of IEDA.
- ✓ Ensure property owners are refraining from other work on their building that is not a part of the CDBG façade project.
- ✓ Review sample Easement Agreement and Construction Terms Agreements with city legal counsel. Once executed, oversee to ensure compliance.
- ✓ Communicate with property owners on any proposed change orders during construction, including how it may impact property owner financial contribution, as well as timing changes resulting from the potential to re-open Section 106 consultation.
- ✓ Review/ approval of change orders as contract with general contractor specifies.
- ✓ Collection of property owner's financial participation share.
- ✓ Council review and approval of invoices prior to submitting claim to IEDA, or having a Council-approved written policy outlining an alternative process for approving bills.

Grant Administrator: _____

- ✓ Act as liaison with IEDA staff.
- ✓ Determine if initial survey work is required for the evaluation of properties in the project area for listing on the National Register of Historic Places. If such services are needed, work with the City to procure a consultant who meets the Secretary of the Interior's Professional Qualification Standards for Historian and/or Architectural Historian to survey the project area and generate Iowa Site Inventory Forms for participating properties.

- ✓ Contact IEDA Historic Preservationist on Section 106 related questions. Compile Section 106 Submittals including cover letters, Iowa Site Inventory Forms, etc. Submit construction documents to IEDA Historic Preservationist and Project Manager for 106 and slum and blight review.
- ✓ Ensure that procurement, bidding and contracting, all follow federal provision/requirements.
- ✓ Monitor compliance with federal labor standards, including but not limited to: wage rate determination request to IEDA, completing contractor clearance forms for all contractors/subcontractors as soon as contractor is selected, and contractor interviews.
- ✓ Maintain an up-to-date project budget with contingency, including pre-construction estimates and reviewing any post-construction change orders as they may impact budget.
- ✓ Monitor project timeliness.
- ✓ Maintain a list of properties, addresses and owners on IowaGrants.gov
- ✓ Coordinate all amendment requests to IEDA
- ✓ Submit Appendix C and construction documents on IowaGrants.gov for Green Streets Criteria compliance review, ideally within 2 weeks or more within going out to bid.
- ✓ Review and approval of contractor pay requests prior to submittal to the city and sending to IEDA for claim.

Architect: _____

- ✓ Maintain services contract pricing in accordance with CDBG requirements. Use a lump sum or up to amount for all expenses, not based on a percentage of construction cost, not adding percentage onto expenses.
- ✓ Have the documentation to know if properties in the project area are listed on or eligible for listing in the National Register of Historic Places, and adhere to work specifications and historic preservation guidelines when applicable.
- ✓ Receive input from property owners about the design for their building, including their priorities for improvements.
- ✓ Provide updates on cost estimates and property owner general priorities as well as feedback received on designs to grant administrator and/ or city.
- ✓ Complete designs in a timely manner to ensure project goes out to bid within one year of the contract start date.

- ✓ Adherence to Green Streets Criteria, including mandatory and optional criteria in application. Completion of Appendix C with mayor signature. Submit Appendix C and construction documents to grant administrator.
- ✓ Provide designs and construction documents to grant administrator for submittal to IEDA.
- ✓ Review / preliminary approval of contractor pay requests.
- ✓ Review/ preliminary approval of change orders.
- ✓ Provide on-site construction supervision (a certain number of visits for this purpose may be assigned in the contract).
- ✓ Provide any design and construction documents to grant administrator for submittal to IEDA for any significant changes in scope of work that occur at any point after initial Section 106 or slum & blight review.
- ✓ Final inspection and sign-off on properties prior to payment.

Property Owners: List maintained on IowaGrants.gov

- ✓ Respond to city or their designee regarding status of participation in the program, as well as timely responsiveness with architects and others.
- ✓ Review and Sign Easement Agreement and Construction Terms Agreement prior to construction.
- ✓ Avoid conducting any other work on their building that is not a part of the CDBG façade project.
- ✓ Review/ approval of change orders, particularly those pertaining to owner's financial commitment.

General Contractor: To be determined through procurement

- ✓ Oversee all subcontractors' compliance with labor standards.
- ✓ Gather and submit information for Contractor Clearance forms as soon as contract is awarded.
- ✓ Submit weekly wage reports to grant administrator along with other required documentation to comply with labor standards.
- ✓ Communicate with grant administrator and subcontractors regarding schedule for the purposes of on-site contractor interviews and/or building inspections.

- ✓ Coordinate with City regarding any parking, motor vehicle traffic or bicycle or pedestrian travel disruptions.

Project Manager designated by the City: _____

- ✓ Communications to all property owners on the status of design, timeframes, and accomplishments; both to those with buildings being worked on and the target area as a whole.
- ✓ Communication with property owners about whether or not they are participating in the project.
- ✓ Resolution of complaints involving property owner, contractor, architect, etc.
- ✓ Serve as project liaison with local organizations such as city council; main street board; historic preservation commission; chamber of commerce; downtown merchants, etc.

On behalf of the city of _____, I certify that this Administrative Plan for the City's Downtown Revitalization CDBG grant will be our method of operating throughout the course of our project. Any amendments to the plan will be submitted to IEDA for review and approval.

Chief Elected Official/ Mayor Name Printed Here

Signature

Date

DETERMINATION OF LEVEL OF REVIEW ENVIRONMENTAL REVIEW RECORD

Project Name: Anamosa DTR

CDBG Contract Number: 20-DTR-001

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)(iii)
(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:	
Print Name	Signature
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.

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 #: 20-DTR-001

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

Statutory Checklist

24 CFR §58.5 – NEPA related federal statues and authorities

Recipient Name: City of Anamosa

CDBG Contract Number: 20-DTR-001

An “**ERR Determination**” form should be provided as a cover to this checklist.

This checklist is a component of the Environmental Review Record (ERR) [§58.38]. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

DIRECTIONS – For each authority, check one of the appropriate boxes under “Status.”

“A box” The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to **WHY the authority is not implicated, or HOW compliance is met**; *OR*

“B box” The project requires an additional compliance step or action, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

IMPORTANT: Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order, Regulation or Policy cited at 24 CFR §58.5	STATUS		Compliance Documentation
	A	B	
1. Air Quality [Clean Air Act sections 176(c) & (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jones County is not a designated nonattainment area. Refer to Map 2: Counties Designated "Nonattainment" or "Maintenance".
2. Airport Hazards (Clear Zones and Accident Potential Zones) [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The proposed project is not located within 2,500 feet of the end of a civil airport or runway. The nearest civil airport is approximately 9 miles away, in Monticello. Refer to Map 3: NPIAS Airport Map.
3. Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No coastal zone management programs exist in the states of HUD Region VII, as established by Nat'l Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Management. Refer to Figure 1: States in the Coastal Zone Management Program. http://coastalmanagement.noaa.gov/mystate/welcome.html
4. Contamination and Toxic Substances [24 CFR 58.5(i)(2)]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	15 LUSTs and two DNR contaminated sites/facilities are located within ½ mile of the slum & blight district. All LUSTs but three are assigned the status “No Action Required.” Two are assigned the status “Transferred,” which means they were moved to the DNR’s contaminated sites program. These sites are not included in the DNR’s contaminated sites GIS service layer. One site, 8LTG00, is classified as “High Risk.” It is located 0.3 miles from the nearest building. The building is located at an elevation of 832 ft., and the LUST is located at an elevation of 798 ft.

			<p>Because this project takes place above ground and at a higher elevation, there would be no impacts from or to that LUST.</p> <p>Two DNR contaminated sites, Anamosa Coal and Gas (76) and Anamosa Public Library (1235), are within a half-mile of the proposed site. An additional record exists for the library that is labelled preliminary. Based on a letter from the DNR dated February 21, the main requirements for the site are related to construction on site. There would be no impacts from or to the DTR project. The most recent correspondence regarding the Library is from 2003. It suggests extra precautions should be taken if vertical wells were installed on that site because of its proximity to the Anamosa Coal and Gas site and somewhat inconclusive soil investigations on site. There would be no impact from or to the DTR project.</p> <p>Asbestos and required lead-based paint testing will occur as part of a Tier II, site-specific review. The other contaminated and toxic site information is fully considered and in compliance with federal statutes.</p> <p>Map 4: Contaminated or Toxic Sites Map Figure 2: LUST 8LTJ69 Query Figure 3: LUST 7LTJ43 Query Figure 4: LUST 8LTK31 Query Figure 5: LUST 8LTG00 Query Figure 6: LUST 9LTO51 Query Figure 7: LUST 8LTP00 Query Figure 8: LUST 9LTJ79 Query Figure 9: LUST 9LTR21 Query Figure 10: LUST 9LTE53 Query Figure 11: LUST 7LTP47 Query Figure 12: LUST 7LTG65 Query Figure 13: LUST 9LTF43 Query Figure 14: LUST 8LTN27 Query Figure 15: Iowa DNR Correspondence Regarding Anamosa Coal and Gas Figure 16: Iowa DNR Correspondence Regarding the Anamosa Public Library</p>
5. Endangered Species [50 CFR 402]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The online Section 7 Consultation Decision process concluded with a “No Effect” determination. An official species list was obtained. Refer to Figure 17: Section 7 Consultation Determination and Figure 18: Official Species List. The Iowa Department of Natural Resources was consulted for State threatened- and endangered-species. No concerns were identified. Refer to Figure 19: IDNR Endangered Species Review.</p>
6. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The environmental indicators for the target area and surrounding ½ mile are below the median for most indicators compared to the State, EPA region, and US. Particulate matter, ozone, traffic proximity and volume, lead paint, and wastewater discharge are around or above the 60th percentile in the State. Except for the lead paint indicator, the percentile at the national level is lower than the State level. Most indicators are below the 50th percentile when compared nationally. The demographic indicator is 27%, which is higher than the median for the State and EPA region, but lower than the national median. The demographic indicators that are above the median nationally, which also roughly correspond to leading indicators at the State and EPA region level, are the low-income population and population with less than high school education. This project would not adversely affect the environmental indicators and would not negatively impact the vulnerable populations. Refer to Figure 20.</p>
7. Explosive and Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Two above ground storage tanks are within 1 mile of the project area; however, above ground storage tanks are excluded from review for this project because the occupiable area of the participating buildings is not increasing.</p>
8. Farmland Protection [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>As a downtown façade project, the proposed project land is considered already committed to urban development and not subject to FPPA review.</p>
14. Floodplain Management [24 CFR 55, Executive Order 11988]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>The proposed project is not within a 100-year floodplain. Refer to Map 6: 100-Year Floodplain Map.</p>
14. Historic Preservation [36 CFR 800]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This is a tiered review and historic preservations will be determined later in Tier II, site-specific reviews, with consideration of cumulative effects to the historic district.</p>

14. Noise Control [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A downtown revitalization project is not considered a noise-sensitive project, so no noise analysis is required.
12. Water Quality (Sole Source Aquifers) [40 CFR 149]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There are no designated sole source aquifers in EPA Region VII. Refer to 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 National Wetland Inventory-Designated wetlands in the project area. Refer to Map 8: NWI-Designated Wetlands.
14. Wild and Scenic Rivers [36 CFR 297]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The nearest wild and scenic river, the Yellow River, is 68 miles from the proposed project. Refer to Map 9: Wild and Scenic Rivers.

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):

PREPARER

PREPARER SIGNATURE: _____ DATE: _____

PREPARER NAME & TITLE: _____

RESPONSIBLE ENTITY APPROVING OFFICIAL

SIGNATURE: _____ DATE: _____

APPROVING OFFICIAL NAME & TITLE: _____

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:

 (Date)

Sincerely,

 Agency Official (CEO) signature

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

 Signature of Signatory #1

 [Name and Title of] Signatory # 2

 Signature of Signatory #2

 [Name and Title of] Witness

 Signature of Witness

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"/>	7. Name and address of recipient (if different than responsible entity) <input type="text"/>	
8. HUD or State Agency and office unit to receive request <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

Title of Certifying Officer

X

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

Title of Authorized Officer

X

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)

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Date of Publication: *October 15, 2020*

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

On or after *October 23, 2020* 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: *State of Iowa CDBG – Downtown Revitalization*

Purpose: *Façade improvements to ten buildings in a twenty-one-building slum and blight district for the purpose of eliminating slum and blight.*

Location: *Generally between S Garnavillo St. and S Cleveland St. along the south side of W Main St. in Anamosa, Iowa.*

Estimated Cost: *\$500,000 HUD CDBG grant and \$549,771 in local match for a total project cost of \$1,049,771*

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, IA 52205 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 the *Anamosa City Hall, Attn: City Clerk, 107 S Ford St., Anamosa, IA 52205.* All comments received by *October 22, 2020* 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

 **AIA** Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Anamosa Downtown Facade
Revitalization
Downtown Business District
Anamosa, IA 52205

AGREEMENT INFORMATION:
Date: August 14, 2019

AMENDMENT INFORMATION:
Amendment Number: 001
Date: September 25, 2020

OWNER: *(name and address)*
City of Anamosa
107 South Ford Street
Anamosa, IA 52205

ARCHITECT: *(name and address)*
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302

The Owner and Architect amend the Agreement as follows:

To proceed with Design Development, Construction Documents, Procurement, and Construction Phase services for the 10 properties listed on the attached Exhibit A - Preliminary Opinion of Construction Costs dated April 14, 2020.

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

Compensation Adjustment:

Lump Sum Amount of One Hundred Twenty-five Thousand Dollars and Zero Cents (\$125,000.00) to be billed as follows:

Design Development: \$58,750.00

Construction Documents: \$35,000.00

Procurement: \$6,250.00

Construction Administration: \$25,000.00

Hour Rates for Additional Services are as follows:

Principal Architect: \$185.00 per hour

Architect: \$125.00 - \$150.00 per hour

Project Manager: \$120.00 - \$160.00 per hour

Design Staff: \$115.00 - \$130.00 per hour

Business Manager: \$100.00 per hour

Schedule Adjustment:

See attached Milestone Schedule dated September 28, 2020.

SIGNATURES:

Martin Gardner Architecture, P.C.

ARCHITECT *(Firm name)*

City of Anamosa

OWNER *(Firm name)*

SIGNATURE

Kyle Martin, AIA, LEED AP,
President

PRINTED NAME AND TITLE

SIGNATURE

Red Smith, Mayor

PRINTED NAME AND TITLE

DATE

DATE

Deliverable	Completion Date	Notes/Conditions
CONSTRUCTION PHASE		DRAFT
Signed Amendment for Construction Phase:	ASAP	
Construction Phase Kickoff Meeting:	ASAP	Derek, New City Admin, ECICOG, MGA
Field Measure:	ASAP	10/1, 10/6, 10/7, 10/9 currently available
100% Design Development:	November 10, 2020	Meet w/Owners ~ 11/10 or 11/11
95% Construction Documents:	December 8, 2020	Owner Approval of CDs via Email
100% Construction Documents:	December 15, 2020	Send to Ann for HP Review (30 days)
IEDA Approval:	January 15, 2021	
Issue Bid Documents:	January 22, 2021	Notice to Bidders?
Pre-Bid Meeting:	January 28, 2021	Date is flexible but should be about 1 week after release of bid docs
Bid Opening:	February 19, 2021	
Construction Contract Award:	February 22, 2021	Is 22nd too soon? (special mtg. if needed?)
Construction Start:	April 1, 2021	
Substantial Completion:	April 1, 2022	
Final Completion:	May 1, 2022	
Project Closeout Complete:	By 12/31/2022	

ANAMOSA FAÇADE IMPROVEMENTS
Preliminary Opinion of Costs

Exhibit A
Date: 4/14/2020

Summary of Construction Costs

Building	Total Individual Building Construction Costs
1 <u>213 E MAIN - CHAMBER/TOURISM</u>	\$45,128
2 <u>103 E MAIN - VACANT</u>	\$89,809
3 <u>209 W MAIN - LIFE CONNECTIONS</u>	\$56,184
4 <u>211 W MAIN - BARNER REALTY & AUCTION</u>	\$198,947
5 <u>201 E MAIN - TUCKER'S TAVERN</u>	\$173,323
6 <u>205 E MAIN - VENDOR VILLAGE</u>	\$66,589
7 <u>207 E MAIN - VACANT</u>	\$54,465
8 <u>209 E MAIN - VACANT</u>	\$44,702
9 <u>205 W MAIN - VACANT</u>	\$95,785
10 <u>203 E MAIN - VENDOR VILLAGE</u>	\$64,219
Column Totals	889,151
Total Project Fees (Calculated on Separate Worksheet)	160,300
TOTAL PROJECT COST	1,049,451

Statements of probable construction cost prepared by Martin Gardner Architecture represents our best judgments as design professionals familiar with the construction industry. However, neither Martin Gardner Architecture nor the Owner has control over the cost of labor, materials or equipment, over the contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Martin Gardner Architecture. cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the owner, if any, or from any statement of probable construction cost prepared by Martin Gardner Architecture.

RESOLUTION NO. 2020-46

A RESOLUTION AGREEING TO BECOME A MEMBER OF THE
SAFETY GROUP EAST IOWA AND IAMU AGREEMENT
FOR THE CITY OF ANAMOSA, IOWA

WHEREAS, the City of Anamosa desires to provide safe working conditions for its employees, minimizing accidents and reducing risks and losses; and

WHEREAS, a comprehensive safety program, including written policies of the City is a necessary part of providing safe working conditions and minimizing accidents, risk and losses; and

WHEREAS, a written plan for the formation of the Safety Group East Iowa (SGEI) and Iowa Association of Municipal Utilities (IAMU) Agreement has been prepared;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA

1. That management is hereby authorized to participate in the (SGEI).
2. Jim Henson, Water Superintendent is appointed as the delegate to SGEI.
3. Dan Smith, Wastewater Superintendent is appointed as the alternate to SGEI.
4. The SGEI and IAMU agreement are accepted and approved by execution of this resolution by the council.

PASSED AND APPROVED THIS 14TH DAY OF SEPTEMBER, 2020

AYES: Crump, Smith, Machart, Capron, Stout, Zumbach

NAYS: None

Attest: _____

City Clerk

Mayor

THEISEN'S

101 Chamber Drive
Anamosa, IA 52205
319/462-3539

PROD ID	QTY	UM	PRICE	TOTAL
GATE,20' CATTLE 2" PIPE RED				
25630099	1	EA	279.990	279.99 n
SUBTOTAL				279.99
7% Sales Tax				0.00
TOTAL				279.99

09/29/20 10:32:59 004 64820101004
3194623773 CITY OF ANAMOSA
ATB: JIM HENSON
GOV: 3194623773
INVOICE #: 3897327 WSID: 9FY1FX2
06FE8E5B-44FC-49B9-9783-15D2F4618FB2
4699ME 4.1.20.029 TILL ID: 75
Original Tran: 06fe8e5b-44fc-49b9-9783-15d2f4618fb2
64820101004 09/29/2020 10:32:59

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SUSPEND
004 - Anamosa

RESOLUTION NO. _____

Resolution Deleting Property from the Highway 151 Urban Renewal Area

WHEREAS, the City of Anamosa, Iowa (the "City"), has previously established the Highway 151 Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the "Property") from the Urban Renewal Area, as set out on Exhibit A hereto; and

NOW, THEREFORE, Be It Resolved by the City Council of Anamosa, Iowa, as follows:

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Councilmember _____ introduced **Resolution No. 2020-** 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	AYE	NAY	ABSENT
CRUMP			
SMITH			
MACHART			
CAPRON			
STOUT			
ZUMBACH			

Passed and approved October 12, 2020.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description of
Property Deleted from the
Highway 151 Urban Renewal Area
October 12, 2020

Certain real property situated in the City of Anamosa, Jones County, State of Iowa bearing the following Jones County Property Tax Parcel Identification Numbers: 0535476002, 0536352002, 0536352003, 0536352004, 0536352008, and 0536352009.

ORDINANCE NO. _____

An Ordinance Deleting Property From the Tax Increment Financing District for the Highway 151 Urban Renewal Area of the City of Anamosa, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Anamosa, Iowa (the “City”) previously enacted an ordinance providing for the division of taxes levied on taxable property in the Highway 151 Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to that ordinance, a portion of the Highway 151 Urban Renewal Area in the City of Anamosa was designated a “tax increment district”; and

WHEREAS, the City Council now desires to decrease the size of the “tax increment district” by deleting certain property;

BE IT ENACTED by the City Council of the City of Anamosa, Iowa:

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Highway 151 Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“Deleted Property” shall mean the real property situated in the City of Anamosa, Jones County, State of Iowa, bearing the following Jones County Property Tax Parcel Identification Numbers: 0535476002, 0536352002, 0536352003, 0536352004, 0536352008, and 0536352009.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Highway 151 Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Anamosa, Iowa, on October 12, 2020.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Designation of the Expanded Highway 151 Urban Renewal Area and on Urban Renewal Plan Amendment

WHEREAS, this City Council of the City of Anamosa, Iowa (the “City”) by resolution previously established the Highway 151 Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (i) covers the addition of the Property to the Urban Renewal Area; and (ii) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Blu Track, Inc. (“Blu Track”) in connection with the construction by Blu Track of a new manufacturing and shipping building for use in its business operations; and (b) providing tax increment financing support to Scale Tec, Ltd. (“Scale Tec”) in connection with the construction by Scale Tec of a new office and manufacturing facility for use in its scale systems manufacturing business operations, and it is now necessary that a date be set for a public hearing on the Amendment; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Anamosa, Iowa, as follows:

Section 1. This City Council will meet electronically and/or at the _____, Anamosa, Iowa, on November 9, 2020, at _____ o'clock __.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Anamosa, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Clerk is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Jones County and the Anamosa Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Councilmember _____ introduced **Resolution No. 2020-** 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	AYE	NAY	ABSENT
CRUMP			
SMITH			
MACHART			
CAPRON			
STOUT			
ZUMBACH			

Passed and approved October 12, 2020.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2020-

**RESOLUTION APPROVING DEDICATION OF STREETS AND EASEMENT
WITH ANAMOSA COMMERCIAL PARK, LLC**

WHEREAS, Anamosa Commercial Park, LLC owns property (“Property”) legally described as follows:

Lot A of Anamosa Commercial Park First Addition to the City of Anamosa, Jones County, Iowa, as shown by Final Plat recorded at Plat Book Q, Page 200, as Document No. 2006 2280, of the Jones County, Iowa records

and

Lot B of Anamosa Commercial Park Second Addition to the City of Anamosa, Jones County, Iowa, as shown by Final Plat recorded at Plat Book R, Page 11, as Document No. 2008 2700) of the Jones County, Iowa records

WHEREAS, the Grantor has constructed streets on such property pursuant to the Plats described known as Davidson Boulevard, Harley Avenue and Circle Drive (“Streets”);

WHEREAS, the Anamosa Commercial Park, LLC proposes to dedicate the streets to the City in accordance with the attached Dedication of Streets and Easement, which incorporated by this reference; and,

WHEREAS, the City desires to accept the dedication of Streets and easement, finding it is in the best interests of the City to do so.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ANAMOSA, IOWA:

SECTION 1: Acceptance of the Dedication of Streets and Easement is declared to be in the best interest of the City of Anamosa, Iowa, and its residents.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute the Dedication of Streets and Easement document on behalf of the City of Anamosa, Iowa; and to take such further actions as may be necessary to effectuate the terms of the document.

Councilmember _____ introduced **Resolution No. 2020-** 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	AYE	NAY	ABSENT
CRUMP			
SMITH			
MACHART			
CAPRON			
STOUT			
ZUMBACH			

PASSED and **APPROVED** by the City Council of the City of Anamosa, Iowa,
on this 12th day of October 2020.

Rod Smith, Mayor

ATTEST:

Beth Brinks, City Clerk

DEDICATION OF STREETS AND EASEMENT

This Dedication of Streets and Easement (“Dedication”) is hereby made this ____ day of _____, 2020, by Anamosa Commercial Park, L.L.C., an Iowa limited liability company (“Grantor”), and the City of Anamosa, Iowa, an Iowa municipal corporation (“Grantee”).

RECITALS

A. Grantor owns real estate legally described as:

Lot A of Anamosa Commercial Park First Addition to the City of Anamosa, Jones County, Iowa, as shown by Final Plat recorded at Plat Book Q, Page 200, as Document No. 2006 2280, of the Jones County, Iowa records

and

Lot B of Anamosa Commercial Park Second Addition to the City of Anamosa, Jones County, Iowa, as shown by Final Plat recorded at Plat Book R, Page 11, as Document No. 2008 2700) of the Jones County, Iowa records

(the “Real Estate”).

- B. Grantor has constructed streets on the Real Estate locally known as Davidson Boulevard, Harley Avenue and Circle Drive (the “Streets”).**
- C. A 10-foot wide utility easement runs adjacent to the Streets (the “Easement”).**
- D. Grantor desires to dedicate the Real Estate and Streets and Easement to Grantee, and Grantee desires to accept such dedication, for no monetary consideration, all upon the terms and conditions set forth herein.**

Therefore, the parties agree with respect to this Dedication as follows:

AGREEMENT

1. Grantor hereby dedicates the Real Estate and Streets to Grantee, and Grantee hereby accepts the dedication of the Real Estate and Streets. From and after the date hereof, all responsibility for the Real Estate and Streets shall be fully the responsibility of Grantee.

2. Grantor hereby dedicates the Easement to Grantee, and Grantee hereby accepts the dedication of the Easement. From and after the date hereof, all responsibility for the Easement shall be fully the responsibility of Grantee.

3. This Dedication shall be governed by and construed in accordance with the laws of the State of Iowa and shall be binding upon the parties hereto and their respective successors in interest and assigns.

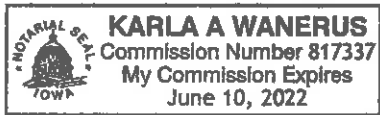
ANAMOSA COMMERCIAL PARK,
L.L.C., Grantor

By *Jill Parham*
Jill Parham, Managing Member

STATE OF IOWA)
COUNTY OF JONES) ss:

This record was acknowledged before me on OCT 1, 2020, by Jill Parham, as
Managing Member of Anamosa Commercial Park, L.L.C.

Karla A Wanerus
Notary Public, State of Iowa



CITY OF ANAMOSA, IOWA, Grantee

By _____
_____, Its _____

STATE OF IOWA)
COUNTY OF _____) ss:

This record was acknowledged before me on _____, 2020, by
_____, as _____ of the City of Anamosa, Iowa.

Notary Public, State of Iowa

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

Class Beer/Liquor
Sunday: Yes No
New/Renewal/Amended
Circle Appropriate Info.

NAME OF APPLICANT: HwKiman LLC

TRADE NAME (DBA): McCOSTO'S FAMILY RESTAURANT

STREET ADDRESS: 100 CHAMBER DR.

PHONE (BUSINESS): 319-462-4200 **HOME (OR CELL):** 563-543-3029

The undersigned have by the signatures of the officials noted below, certify that the above mentioned structure conforms to all laws within the jurisdictional limits of enforcement of said officials and may receive approval of this application.

ANAMOSA POLICE DEPARTMENT

The above named applicant(s) is approved by this department to have a beer and/or liquor license at the above location.

Police Chief _____
Date
Leave form at City Hall after Fire and Health signatures are complete

ANAMOSA FIRE DEPARTMENT: Fire Inspection Fee -- \$35.00, includes two inspections. Each inspection after that will be \$25 each. (Make check out to: City of Anamosa)

 Tom Sade 10-6-2020
Fire Chief (or designee) Date
Phone: 319-462-4434 for appointment

JONES COUNTY ENVIRONMENTAL HEALTH DEPARTMENT: (If applicable)

The above mentioned structure and business is in compliance with the Jones County Board of Health Regulations.

 Paul G Hart 10-1-20
Jones County Environmental Health Official Date
Phone: 319-462-4715 for appointment

PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED

Received at City Hall _____ for the _____ Council Meeting

CITY OF ANAMOSA

Payments Approved by City Council on September 28, 2020

August Consumer Deposit Refunds

Vendor Name	Description	Amount
CHERRY BOMB TATOO	CHERRY BOMB TATOO REF	19.30
DOHRMANN/DAVID	DOHRMANN CONS DEB REF	39.25
DOWNING/JESSE	DOWNING CONS DEP REF	75.88
FRINK/SHEILA	FRINK CONS DEP REF	62.88
GANTER/RACHEL	GANTER CONS DEP REF	35.75
HESEMANN/ROY	HESEMANN CONS DEP REF	81.53
HUNTER/BETTY	HUNTER CONS DEP REF	46.50
MARTIN/NICHOLE	MARTIN CONS DEP REF	26.73
MEADE JOSLIN/CONNIE	MEADE JOSHIN DEP REF	50.45
MILLER/TASHA & ROSS	MILLER CONS DEP REF	27.71
NELSON/MICHAEL	NELSON CONS DEP REF	58.20
SPARGROVE/BRIAN	SPARGRAOVE CON DEP REF	8.92
WALTON/JOHN	WALTON CONS DEP REF	75.87
	Final Totals...	608.97

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
51 WATER FUND	608.97
TOTAL ALL FUNDS	608.97

September Maunual Checks

Date Issued	Warrant In Favor of	Check Amount	Description
9/30/2020	65760 PAYROLL TRANSFER	94,955.21	PAYROLL TRANS SEP 4
9/30/2020	65761 US POSTMASTER	98.63	UB REMINDER NOTICES
9/30/2020	65826 US POSTMASTER	530.83	AUG UB BILLINGS
9/30/2020	65827 PAYROLL TRANSFER	69,948.74	SEP 18 PAYROLL TRANS
9/30/2020	65839 GOODCHILD/JUSTIN	600.00	MUSIC IN THE PARK
9/30/2020	65840 BUDE/DENISE	24.50	TRANSCRIPTS
		166,157.91	

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
01 GENERAL FUND	128,975.15
51 WATER FUND	15,747.78
52 WASTEWATER FUND	21,434.98
TOTAL ALL FUNDS	166,157.91

October 12, 2020 Council Vouchers

Date Issued Warrant In Favor of

10/12/2020 65927 A-1 CRANE RENTAL & MACHINERY
 10/12/2020 65928 ACME TOOLS
 10/12/2020 65929 ALL SECURE
 10/12/2020 65930 ALLIANT ENERGY

Check Amount Description

312.00 PRESSURE WASHER RENTAL
 449.88 CONCRETE SAW BLADE
 75.00 FIRE ALARM MONITORING
 227.14 ELECTRIC SRVS PD
 242.16 ELECTRIC SRVS FD
 8,483.28 ELECTRIC SRVS WATER
 5,531.85 ELECTRIC SRVS ST LIGHTS
 38.52 ELECTRIC SRVS SIREN
 1,204.53 ELECTRIC SRVS LIBRARY
 488.27 ELECTRIC SRVS PARKS
 144.12 ELECTRIC SRVS POOL
 165.13 ELECTRIC SRVS STREET DEP
 289.63 ELECTRIC SRVS CITY HALL
 1,661.48 ELECTRIC SRVS LCC
 13,578.64 ELECTRIC SRVS WWTR

TOTAL ** 65930

32,054.75

10/12/2020 65931 ANIMAL WELFARE FRIENDS
 10/12/2020 65932 AT&T MOBILITY
 10/12/2020 65933 BARD CONCRETE
 10/12/2020 65934 BOOMERANG
 10/12/2020 65935 BRINCKS/BETH
 10/12/2020 65936 BROWN SUPPLY CO., INC.
 10/12/2020 65937 CARRICO AQUATIC RESOURCES INC
 10/12/2020 65938 CENTURYLINK

455.00 PICK UP AND HOLD FEES
 557.68 CELLULAR SERVICE PD
 110.50 CONCRETE REPAIR
 2,680.00 3RD/SCOTT STORM SEWER
 20.00 PHONE REIMB
 1,667.00 CURB BOX HOLE SAW
 50,640.00 FILTER REPLACEMENT
 123.35 PD
 53.58 FD
 148.77 LIBRARY
 271.47 CH
 62.37 WATER DEPT
 224.43 WWTR
 2.24 INTERNET

TOTAL ** 65938

886.21

10/12/2020 65939 CLIFTON LARSON ALLEN LLP
 10/12/2020 65940 CR LC SOLID WASTE AGENCY
 10/12/2020 65941 CULVER'S GARDEN CENTER
 10/12/2020 65942 DOCHTERMAN/KYLE
 10/12/2020 65943 ELAN-CARDMEMBER SERVICE

166.69 AUDITOR ASSISTANCE
 64.80 GRIT REMOVAL REFORMATRY
 56.99 ARBORETUM MULCH
 20.00 PHONE REIMB
 69.50 CERTIFIED MAIL

			21.00	EARPLUGS CARD FEE
			43.97	INTEREST LATE FEES
			138.99	UNIFORM BOOTS
			554.40	BROKAW TRAINING LODGING
			422.47	WHEN I WORK ANNUAL
TOTAL **	65943		1,250.33	
10/12/2020	65944	EMC INSURANCE	207.00	WORK COMP DEDUCT SMITH
10/12/2020	65945	FAREWAY STORES, INC.	5.98	WATER
			33.48	HAND SANITIZER
TOTAL **	65945		39.46	
10/12/2020	65946	HENSON/JIM	16.33	TRAVEL MEALS
			18.93	CEMENT PURPLE PRIMER
TOTAL **	65946		35.26	
10/12/2020	65947	HOME DECORATING CENTER	54.37	LADIES NIGHT SUPPLIES
			20.30	KEYS
			599.66	GAZEBO SUPPLIES
			297.76	TRAIN PLAYGROUND SUPPLIE
			15.68	KEYS
TOTAL **	65947		987.77	
10/12/2020	65948	HOTSY CLEANING SYSTEMS	59.50	FLEETWASH
			964.99	COVID DISENFECTION GUN
			132.00	FLEETWASH WITH WAX ADDTV
TOTAL **	65948		1,156.49	
10/12/2020	65949	HOUSBY HEAVY EQUIPMENT	161.06	STARTER SWITCH
10/12/2020	65950	HOWARD R GREEN	57.50	GIS SERVICES
			256.50	GIS RISK & RESILIANCE
			1,495.00	GIS SERVICES
			2,092.75-	CORRECTION TO 06 FUND
			2,092.75	STORMWATER DATA COLLECT
			557.50-	CORRECTION OVERPAYMENT
TOTAL **	65950		1,251.50	
10/12/2020	65951	INFRASTRUCTURE TECHNOLOGY SOLU	25.00	MONTHLY WEBSITE HOST
10/12/2020	65952	INTOXIMETERS, INC.	190.00	MOUTHPIECE SET
10/12/2020	65953	IOWA DEPT OF NATURAL RESOURCES	95.00	ANNUAL WATER USE FEE
10/12/2020	65954	IOWA DIVISION OF LABOR SERVICE	135.00	BOILER INSPECTION
10/12/2020	65955	IOWA PRISON INDUSTRIES	598.00	TWO OFFICE CHAIRS
			85.66	2 TACT PANTS
			62.52	2 CASES PAPER TOWELS
			113.54	10 GAL DISH SOAP

TOTAL **	65955		859.72	
10/12/2020	65956	J&R SUPPLY	40.49	CHOP SAW FILTER SPARK PL
10/12/2020	65957	JETCO INC	959.40	ISP INSTALL
10/12/2020	65958	JJ MERRILL CUSTOM FABRICATION	390.00	END LOADER WELDING
10/12/2020	65959	JOHN DEERE FINANCIAL	126.97	PANTS WATER UNIFORM
			67.89	SOAP OIL HOSE
			63.47	TRICKLE FAN WIRE
			46.54	RAKE TSP CLEANER
			15.98	TOILET PAPER
			5.25	POLY ROPE
TOTAL **	65959		326.10	
10/12/2020	65960	JONES COUNTY ABSTRACT LEAGUE	170.00	ABSTRACT WINERY BLDG
10/12/2020	65961	JONES COUNTY ECONOMIC DEVELOP-	2,500.00	2ND QTR FY21 CONTR
10/12/2020	65962	JONES COUNTY ENGINEER	202.27	FIRE FUEL
			1,357.44	RUT FUEL
			239.26	WATER FUEL
			581.72	WASTEWATER FUEL
			893.18	POLICE FUEL
TOTAL **	65962		3,273.87	
10/12/2020	65963	JONES COUNTY RECORDER	18.75	UTV REGISTRATION FD
10/12/2020	65964	JONES COUNTY TIRE	6.70	SERVICE CHARGE
10/12/2020	65965	KEVIN TAPKEN ESTATE	2.00	REFUND
10/12/2020	65966	KIECK'S	865.00	GUARDIAN GEN MENS BALCK
10/12/2020	65967	KIESLER'S POLICE SUPPLY	328.00	FEDERAL PREM
10/12/2020	65968	KONICA MINOLTA BUSINESS SOLUTI	29.10	COPIER METER
10/12/2020	65969	LEAF	88.84	PRINTER COPIER SYSTEM
			13.20	PRINTER COPIER
TOTAL **	65969		102.04	
10/12/2020	65970	LODE/ERIC	20.00	PHONE REIMB
10/12/2020	65971	MATHESON TRI-GAS INC	1,810.37	PLASMA CUTTER TIPS
			55.75	SEPT RENTAL
TOTAL **	65971		1,866.12	
10/12/2020	65972	MCALEER	48.00	CH H2O COOLER RENT
10/12/2020	65973	MEDIACOM	69.49	MODEM AND SERVICE
			62.77	LCC INTERNET
TOTAL **	65973		132.26	
10/12/2020	65974	MONTICELLO EXPRESS	583.96	BLACK AND TRI COLOR INK
10/12/2020	65975	MONTICELLO SPORTS	592.00	FLAG FOOTBALL SHIRTS
10/12/2020	65976	PET WASTE ELIMINATOR	596.00	PET WASTE SYSTEM

10/12/2020	65977	PRI MANAGEMENT GROUP	149.00	POLICE RECORDS TRAINING
10/12/2020	65978	PUSH PEDAL PULL	185.70	2 TREADMILL MAINT
10/12/2020	65979	QC ANALYTICAL SERVICES LLC	2,710.28	QC LAB TESTING
10/12/2020	65980	RECREATIONAL MOTOR SPORTS	6.35	PRO SR FUEL FILTER
			215.10	SHIPPING SUPPLIES
TOTAL **	65980		221.45	
10/12/2020	65981	RED'S SALES & SERVICE	195.95	OIL CHANGE TIRE BAL
10/12/2020	65982	SNYDER & ASSOCIATES INC.	2,925.00	WWTP FLOW EQU BASIN
			375.50	ENG PLAN MEAD RIDGE REVW
			26,382.00	US 151 GRAD SEP PROJ
TOTAL **	65982		29,682.50	
10/12/2020	65983	TECHNICOM, INC.	182.34	FAX LINE LCC REPAIR
10/12/2020	65984	THOMAS/GINGER	20.00	PHONE REIMB
10/12/2020	65985	TREASURER STATE OF IOWA	879.00	SEWER SALES TAX
			146.00	SEWER LOST
			5,139.00	WATER WET TAX
TOTAL **	65985		6,164.00	
10/12/2020	65986	U.S. CELLULAR	18.22	CELL PHONE
			62.61	TABLET 4807928
			47.67	4808342 TABLET
			177.88	MOBILE INTERNET
TOTAL **	65986		306.38	
10/12/2020	65987	US AUTOFORCE	584.00	EAGLE ENFORCER TIRES
10/12/2020	65988	US POSTMASTER	220.00	4 ROLLS STAMPS
10/12/2020	65989	USA BLUE BOOK	38.31	GLOVES & FREIGHT
			241.40	SAMPLES CELLS POWDER
TOTAL **	65989		279.71	
10/12/2020	65990	WALMART COMMUNITY BRC	446.34	SUPPLIES
			19.31	BROOM GLUE SOAP KNIVES
			7.92	AEROSOL CLXTRCRAINICL
TOTAL **	65990		473.57	
10/12/2020	65991	WEBER STONE COMPANY	525.58	CRUSHER ROCK
			115.89	HAMILTON MANHOLE
			784.49	1" CLEAN ROAD ROCK
TOTAL **	65991		1,425.96	
Grand Total			152,260.72	

FUND RECAP:
FUND DESCRIPTION

DISBURSEMENTS

01	GENERAL FUND	18,405.19
06	ROAD USE TAX FUND	3,880.86
09	LOCAL OPTION TAX	56,759.10
51	WATER FUND	20,331.30
52	WASTEWATER FUND	23,201.77
72	SEWER PROJECTS	29,682.50
	TOTAL ALL FUNDS	152,260.72

September Cash Reciepts

FUND RECAP:

FUND	DESCRIPTION	RECEIPTS
01	GENERAL FUND	22,137.68
03	POLICE CANINE	50.00
06	ROAD USE TAX FUND	78,578.02
09	LOCAL OPTION TAX	42,141.74
26	CEMETERY PERPETUAL CARE FUND	300.00
50	CONSUMER DEPOSITS FUND	2,400.00
51	WATER FUND	341.47
52	WASTEWATER FUND	52,381.97
	TOTAL ALL FUNDS	198,330.88

City of Anamosa
Treasurer's Monthly Report
as of Sept 30, 2020

Fund		Beginning Cash Balance	Monthly Revenue	Monthly Expenditure	Monthly Transfer In	Monthly Transfer Out	Investment Interest	Ending Cash Balance	Investment Balance	Petty Cash	Ending Fund Balance
General **	01	2,838,660.27	135,009.25	186,288.79			1.13	2,787,379.60	9,193.59	750.00	2,797,323.19
Fortiture- Police Dept	02	618.25						618.25			618.25
Police Canine	03	4,338.81	50.17					4,388.98			4,388.98
Local Access	04	3,884.92	0.94					3,885.86			3,885.86
Road Use Tax	06	1,337,738.92	78,578.02	185,154.09				1,231,162.85			1,231,162.85
Local Option-35%	09	337,575.19	14,774.85	1,060.00				351,290.04			351,290.04
Local Option-65%	09	440,393.01	27,392.13	10,112.83				457,672.31			457,672.31
Debt Service	11	92,581.75	6,346.77					98,928.52			98,928.52
TIF	12	261,427.66	54,028.81					315,456.47			315,456.47
Special Assessment	13	87,210.67	69.18					87,279.85			87,279.85
Employee Benefit	20	126,527.94	44,369.96					170,897.90			170,897.90
Library Special Gift	21	0.00						0.00	599,333.68		599,333.68
Library Campaign Fund	22	0.00						0.00			0.00
Cemetery Operations	25	10,000.00						10,000.00			10,000.00
Cemetery Perpertual Care	26	96,427.52	300.00					96,727.52			96,727.52
Wetlands Project	46	800.53						800.53			800.53
Consumer Deposits	50	192,707.34	358.57					193,065.91			193,065.91
Water	51	912,702.98	120,538.25	84,031.62				949,209.61			949,209.61
WasteWater	52	3,574,382.91	169,356.90	67,913.85				3,675,825.96			3,675,825.96
Senior Center	66	0.00						0.00			0.00
Street Projects	70	38,714.81		43,970.00				-5,255.19			-5,255.19
Water Projects	71	-727,127.73		1,040.52				-728,168.25			-728,168.25
Sewer Projects	72	603,822.44		4,680.00				599,142.44			599,142.44
Downtown Projects	73	-13,659.98						-13,659.98			-13,659.98
Building Projects	74	-5,600.00						-5,600.00			-5,600.00
Park & Rec Projects	75	35,235.50						35,235.50			35,235.50
Captial Projects	76	0.38						0.38			0.38
Payroll Clearing	99	0.00						0.00			0.00
TOTAL		10,249,364.09	651,173.80	584,251.70	0.00	0.00	1.13	10,316,285.06	608,527.27	750.00	10,925,562.33

**Includes Savings Acct and \$7,000 in Library Fund and \$600,000 CD for LCC

Investments can only be used for specific purposes

The beginning cash balance increased by \$18,637.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/14
The beginning cash balance increased by \$9,259.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/15
The beginning cash balance decreased by \$27,650.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/16

(NOTE: General Fund starting balance reflects a JE from auditor to account for payroll account outstanding checks totaling \$14,750 as of 6/30/17)
The beginning cash balance decreased by \$3,301.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/18



Lions Clubs International


City Council
107 South Ford Street
Anamosa, IA 52205

Mayor Smith,

Members from District 9 East Central(9EC) Iowa Lions met with you and the City Council on July 27th to discuss establishing a Lions Club in Anamosa and recruiting its members and we are grateful for the positive support you and the Council provided us. At that meeting we stated that our intentions were to start recruiting members for the Club around August 17th. However, the New Club Consultant that was coming up from Texas to help us recruit for the Club came down with Covid 19 Virus and we postponed the recruitment until September 21st and now due to the increase in Covid 19 cases, Lions Club International has restricted non-essential travel. With Covid 19 cases increasing in Iowa and the travel restriction, we have postponed our dates for recruiting until the middle of February. We hope to have some normality by then.

When the Derecho hit Iowa five of the seven Counties in our Lions District were declared a disaster by the Governor of Iowa. We applied for 2 Emergency Grants from the Lions Club International Foundation and pulled money from the District's Care and Share funds and we were able to raise over \$19,000. Through the efforts of Lions in District 9EC, more than 13,900 people received food, water and cleaning supplies and our Lions are continuing to provide help. WE SERVE...that is what we do; we are Lions.

We thank you for your patience and we look forward to working you and the community in establishing a Lions Club in February.


Chester (Stan) Stanfield
District Governor 9EC
Stan.stanfield68@gmail.com