



# **CITY OF ANAMOSA**

## **CITY COUNCIL AGENDA – REGULAR SESSION**

**MONDAY, September 28, 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/89515980500>

Join by Telephone  
+1 312 626 6799  
Meeting ID: 895 1598 0500

*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 14, 2020 – Regular Council Meeting
- 5.0) PUBLIC HEARINGS: NONE**
- 6.0) PROCLAMATIONS: NONE**
- 7.0) OLD BUSINESS:**
  - 7.1) **2020 CDBG DOWNTOWN REVITALIZATION GRANT AWARD LETTER**
  - 7.2) **IOWA ECONOMIC DEVELOPMENT AUTHORITY CONTRACT**
  - 7.3) **THE ECICOG CONTRACT FOR GRANT ADMINISTRATION (Tom Gruis)**
  - 7.4) **PROCUREMENT POLICY**
  - 7.5) **CODE OF CONDUCT**
  - 7.6) **EQUAL OPPORTUNITY POLICY STATEMENT**
  - 7.7) **THE RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(D) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**
  - 7.8) **POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE**
  - 7.9) **ALTERNATE SIGNATURES FORM**
  - 7.10) **AFFIRMATIVE FAIR HOUSING POLICY**
- 8.0) NEW BUSINESS**
  - 8.1) **REQUEST FOR PORPOSAL FOR WAYFINDING SIGNAGE (Derek Lumsden)**

- 8.2) **REQUEST** FOR APPEAL OF SERVICE LINE REPAIR BILL FOR 4040 E 2<sup>ND</sup> STREET – JOY KNIGHT (Gary Knight)
- 8.3) **REQUEST** FOR RELOCATION OF PARKELET AT TUCKER’S TAVERN UNTIL THE END OF THE SEASON
- 8.4) **DISCUSSION** AND POSSIBLE ACTION ON TRICK OR TREATING IN ANAMOSA (LeeAnna Boone)
- 8.5) **DISCUSSION** AND POSSIBLE ACTION ON PUMPKIN FEST EVENTS – PUMPKIN ROLL, FUN RUN, PUMPKIN CARVING/DECORATING CONTEST AND SCARECROW CONTEST (LeeAnna Boone)
- 8.6) **RESOLUTION** APPROVING THE HIRING AND SETTING WAGES FOR PARK AND RECREATION INTERNS. **Roll Vote**
- 8.7) **RESOLUTION** APPROVING THE HIRING AND SETTING SALARY OF AN INTERIM STREETS SUPERINTENDENT. **Roll Vote**
- 8.8) **DISCUSSION** AND POSSIBLE ACTION ON CITY ADMINISTRATOR POSITION
- 8.9) **RENEWAL** OF LIQUOR LICENSE - FAREWAY
- 8.10) **RENEWAL** OF LIQUOR LICENSE–ANAMOSA BOWLING CENTER
- 8.11) **REVIEW** AND APPROVAL OF CURRENT BILLS
- 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) **CLOSED SESSION**
  - 12.1) **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. **Roll Vote.**
  - 12.2) **RETURN** TO OPEN SESSION
  - 12.3) **DIRECT** LEGAL COUNSEL TO PROCEED AS ADVISED BY THE CITY ATTORNEY IN CLOSED SESSION
- 13.0) **ADJOURNMENT**

STATEMENT OF COUNCIL PROCEEDINGS  
September 14, 2020

The City Council of the City of Anamosa met in Regular Session September 14, 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 Crump, Second by Smith to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Stout to approve the minutes of the August 24, 2020 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

Motion by Stout, second by Zumbach to approve the minutes of the August 31, 2020 City Council Work Session. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Machart to approve Resolution 2020-45 authorizing acceptance of real property donated to the City Of Anamosa by Burr Oak Development Co. Bryce Ricklefs stated that the storm damage to the roof had been repaired. The Mayor and the City Council thanked Bryce and Sarah Ricklefs for their generous gift. Roll vote. Ayes: Capron, Stout, Zumbach, Machart, Smith, and Crump. Nays: none. Motion Carried.

Motion by Crump, second by Machart to approve Resolution 2020-46 agreeing to become a member of the Safety Group East Iowa and IAMU Agreement with appointed delegate Jim Henson, Water Superintendent and Dan Smith, Wastewater Superintendent as alternate. This approval will be pending the review of the 28e agreement by the City Attorney. Dave Hraha from IAMU gave an overview of the program and differences to our current program. With the new program the City will have a designated Safety Coordinator and an individual plan. The City will also have department and organizational training that will be tailored to our specific needs. Crump requested information about pricing and how notice of price increases will be made known and when. Hraha stated that the prices will be released the quarter before the renewal. Jim Henson, Water Superintendent spoke out in favor of the program. Roll vote. Ayes: Crump, Smith, Machart, Zumbach, Stout, and Capron. Nays: none. Motion carried.

Motion by Capron, second by Smith to approve Resolution 2020-47 endorsing a grant application for funding through The Iowa Department Of Transportation's "Revitalize Iowa's Sound Economy" (RISE) Program. This application is in support of the US 151 Grade

Separation Project. Roll vote. Ayes: Machart, Zumbach, Crump, Smith, Stout, and Capron. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve Resolution 2020-48 approving the official Iowa Department of Transportation Financial Report for City Streets and Parking for Fiscal Year Ending June 30, 2020. Roll vote. Ayes: Smith, Machart, Zumbach, Crump, Stout, and Capron. Nays: none. Motion carried.

The Mayor opened the discussion on the Downtown Taskforce investigation and request for quotes for wayfinding signage. This was one of the items emphasized as part of the Downtown Assessment. It gives directions for various attractions. Crump asked if there would still be cooperation with the schools to incorporate school and field signage in with this. It is still planned to go that route. This item will come back to the next meeting with more information as it becomes available.

Motion by Crump, second by Smith to approve Resolution 2020-49 requesting reimbursement from The Iowa Covid-19 Government Relief Fund. Roll vote. Ayes: Smith, Capron, Zumbach, Crump, Stout, and Machart. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to approve the appointment of Nancy Shaffer and Heath Engelbart to fill vacancies on the Anamosa Parks and Recreation Board. Stout reported that the Park Board had met and voted to approve these two nominees. They have had several people interested in serving and will keep the others for possible future vacancies. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Capron to approve the request by Jerry Collell for a front porch pergola/carport variance at 108 South Sales Street. This item was approved by the Zoning Board of Adjustment. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve the request by Jerry Collell for a carriage house carport variance at 108 South Sales Street. This item was approved by the Zoning Board of Adjustment. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Machart to approve the Liquor License renewal for Dollar General. Ayes: all. Nays: none. Motion carried.

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

Motion by Crump, second by Zumbach to approve the August 31, 2020 Treasurer's Report. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Brincks reported: We are waiting for the report from the storm damage insurance claim. A Department meeting was held on Friday and topics discussed were cell phones, new accounting system, information about vendors for the Covid reimbursement, and just general updates. Information will be forth coming with regard to amending the TIF area for the new development agreements and levy information for the various projects.

Mayor and Council Reports: The Mayor proclaimed that September 17-23, 2020 is Constitution Week. Traffic flow for the start of school has been monitored by the Sheriff and Police Chief.

Both have reported that traffic flow has been good even with the closure of Old Dubuque Road. Chief Hoyt reported that classes are split and no traffic issues have noted. Crump reported that Jones County Tourism had seen increases in tourism dollars as well as tourism employment and tax revenues last year. Numbers for this year are expected to be down due to COVID. Capron reported that the Solid Waste Commission met and tabled the increase in rates for recycling. Stout attended the Park and Rec Meeting. The filter upgrade is almost complete, the pool shell is being power washed and painted, the slide will be refurbished over the winter, and they are still working on a solution for the gutters. Dog waste stations have been installed.

Public with business for on items not on the agenda: No comments received.

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 confirmed that this is an appropriate use of Chapter 21.5 (1)(c). Roll vote. Ayes: Zumbach, Stout, Capron, Machart, Crump, and Smith. Entered Closed Session at 7:31 pm.

Return to open session at 8:10pm.

Motion by Crump, second by Smith to direct legal counsel to proceed as advised by the City Attorney in Closed Session. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Machart to adjourn. Ayes: all. Nays: none. Motion Carried. Meeting adjourned at 8:13 pm.

---

Rod Smith, Mayor

ATTEST:

---

Beth Brincks, City Clerk

September 15, 2020

Honorable Rod Smith  
City of Anamosa  
107 South Ford Street  
Anamosa, Iowa 52205

SUBJECT: 2020 CDBG Downtown Revitalization Award (20-DTR-001)

Dear Mayor Smith:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Anamosa a Community Development Block Grant (CDBG) in an amount not to exceed \$500,000.

Your contract with respect to this award (the "Contract") will have a start date of September 15, 2020 pending successful contract negotiation and complete execution. Enclosed is the Contract between the City of Anamosa and IEDA. Please review the document thoroughly. Once signed, please return the original signed copy to Hayley Crozier at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to [iowaGrants.gov](http://iowaGrants.gov) for your records.

**No HUD Funds or non-HUD funds may be committed to the project until the applicant has secured environmental approval from the State, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no grant recipient or participant in the development process, including contractors or sub-contractors, may undertake an activity that may limit the choice of reasonable alternatives. Such choice limiting actions include real property acquisition, conducting a competitive sealed bid process for the project, signing a construction contract, leasing, rehabilitation, repair, demolition, conversion, and construction.**

**IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY November 29, 2020, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.**

If you have any questions, please contact your project manager, Ed Basch, at 515.348.6208 or by e-mail at [ed.basch@iowaEDA.com](mailto:ed.basch@iowaEDA.com).

IEDA looks forward to working with the City of Anamosa on its CDBG Downtown Revitalization project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,



Deborah V. Durham  
Director

cc: Tracey Achenbach, East Central Iowa Council of Governments  
Representative Lee Hein, House District 96  
Senator Dan Zumbach, Senate District 48  
File: [iowaGrants.gov](http://iowaGrants.gov)

**PROJECT INFORMATION**

PROJECT TITLE: Anamosa (CDBG Downtown Revitalization)  
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$500,000  
GRANT AWARD PERIOD: September 15, 2020 to July 31, 2023  
FEDERAL AWARD PROJECT DESCRIPTION: CDBG Downtown Revitalization Project

**SUBRECIPIENT INFORMATION**

AGENCY NAME: City of Anamosa  
ADDRESS: 107 South Ford Street, Anamosa, 52205  
DUNS # (UNIQUE ENTITY IDENTIFIER): 057915183  
SUBRECIPIENT'S INDIRECT COST RATE: N/A

**FEDERAL FUNDS INFORMATION**

FEDERAL FUNDING ENTITY: U.S. Department of Housing and Urban Development  
FEDERAL PROGRAM NAME: Community Development Block Grant  
FEDERAL AWARD NUMBER: B-17-DC-19-0001, B-20-DC-19-0001  
FEDERAL AWARD DATE: 01/01/2017, 05/20/2020  
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE: 14.228  
TOTAL FEDERAL AWARD AMOUNT: \$21,527,996 & \$24,878,250  
AWARD FOR RESEARCH AND DEVELOPMENT: NO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY****COMMUNITY DEVELOPMENT DIVISION INFORMATION**

CONTACT PERSON: Tim Waddell  
E-MAIL ADDRESS: Tim.Waddell@iowaEDA.com  
TELEPHONE NUMBER: 515.348.6205

This information is provided as a requirement of 2 CFR 200.331 Requirements for pass-through entities. All requirements imposed by the Federal entity and passed on to IEDA. In turn IEDA passes on to the subrecipient all requirements imposed by the Federal entity and that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

**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](http://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](http://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](http://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
--------------------	-----------------------	----------------

(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](http://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](http://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 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 16<sup>th</sup> 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 Marion, 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 qualify as an allowable cost.

#### Article 2.5.0 Suspension and Termination of Contract

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

become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

#### Article 2.6.0 Equal Employment Opportunity

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

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

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

#### 2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.  
*Mirrors the Federal Civil Rights Act.*
- 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 of 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 28<sup>th</sup> day of September 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 28<sup>th</sup> day of September, 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 28<sup>th</sup> day of September 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 28<sup>th</sup> day of September 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 28<sup>th</sup> day of September 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 28<sup>th</sup> day of September 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



**REQUEST FOR PROPOSAL  
WAYFINDING SIGNAGE AND DESIGN  
ANAMOSA, IOWA**

**Invitation and Intent**

The City of Anamosa invites all interested and qualified persons or firms capable of providing the required products and with the appropriate expertise to submit bids to develop a wayfinding signage plan and to prepare detailed designs for the community. For the purposes of this plan, wayfinding is defined as a system of signs that provide navigational assistance to all users, including but not limited to motorists, bicyclists, pedestrians, locals, and visitors. This plan will establish universal and cohesive design standards for wayfinding and locational signage reflective of the City's identity.

**Introduction**

The City of Anamosa recently completed a Downtown Assessment through the Iowa Economic Development Authority's Downtown Resource Center. The Assessment addressed the ease of which to move around the community, especially finding the downtown. "Downtown Anamosa is blessed with many ways to get there. Unfortunately, downtown does not feel close to current day Highway 151 and it is not clear to visitors where downtown is located or that the driver is on the right path and not lost." The recommendation of the Assessment was to "Create interesting signs touting downtown and community attractions. Post signs at a regular interval and at decision points to reinforce to drivers they are on the right path and downtown is just ahead." The wayfinding design should be developed and chosen with the intent to increase the sense of place and community in Anamosa, Iowa.

**Wayfinding Signage Plan Goals**

The wayfinding signage plan should provide consistent and attractive information to assist the traveling public to navigate efficiently to key destinations within the area. To achieve this, the plan should:

- Connect Places-Facilitate travel between destinations and provide guidance to new destinations.
- Keep Information Simple-Present information simply, using clear fonts and simple designs, so that it can be understood quickly.
- Maintain Motion-Be legible and visible for people moving so that they can read the signage without stopping.
- Be Predictable-Standardize the placement and design of signs so that patterns are established and the signage system becomes predictable.

The wayfinding signage program should include, but not be limited to:

- General information about parking, direction, etc.
- Arts and culture destinations as determined by audit
- Entertainment venues as determined by audit
- Visitor information and amenities
- Popular destinations
- Significant buildings or properties

## Scope of Work

### *Assessing Existing Conditions and Needs*

- Review existing wayfinding and assess need to remain or update as well as compatibility with new signage
- Identify and recommend a list of wayfinding destinations that include but may not be limited to arts and culture destinations, memorial and historical venues and landmarks, entertainment venues, visitor information and amenities, popular destinations, municipal and public spaces, schools, downtown, etc.
- Conduct a site audit of the community to understand traffic patterns and pedestrian flow and develop traffic and pedestrian maps with key destinations identified.
- Identify and engage user groups that might have limited access to the community, such as the disabled, senior citizens, and new visitors, and make sure the plan addresses those needs.

### *Develop Recommendations for Signage Placement and Type*

- Gather brand guidelines and marketing materials to ensure the City's identity and identify key design elements and preferences to develop initial sign plan.
- Develop initial signage plan based on traffic flow, both vehicular and pedestrian.
- Recommend wayfinding signage types that should include directional markers.
- Identify areas that may have barriers, either in installation or some other condition.
- Develop recommended terminology and/or icons for locations
- Formulate a final signage plan that includes a cost estimate for material types, reflectivity, fabrication, installation, and maintenance of the system, including the number of various sign types and locations.

## Preliminary Schedule

Event	Date
RFP Release and Vendor Notification	September 29, 2020
Responses to RFP are Due	October 20, 2020
Downtown Task Force Review	October 23, 2020
Final Selection and Award	November 9, 2020
Project Completion	February 23, 2021

## Submittal Requirements

Qualified persons/firms should submit one copy of their qualifications and proposal. Submittals should be kept to the minimum necessary length to explain the vendor's attributes and pricing. The submission should be complete and include the following minimum requirements:

- A brief company history
- A short narrative of the vendor's unique approach to these projects and a statement of understanding targeting the specific nature of the project
- Three references from a current or past client where vendor has supplied similar services
- Current insurance coverage

## **Completeness of Submission**

Forms must be signed by a representative of the company authorized to bind the firm contractually. Further, the vendor must include a statement identifying all exceptions to the RFP or declare that there are no exceptions taken to the RFP.

## **Evaluation Process**

The City reserves the right to determine which qualifications best serves the organization and its customers. While the selection of a contractor is anticipated, it is not guaranteed.

### **A. Review of Proposals**

The Downtown Task Force will be spearheading and implementing this project on behalf of the City of Anamosa. The Task Force will use a point formula during the review to score proposals.

The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

### **B. Evaluation Criteria**

Proposals will be evaluated using the following criteria. Persons/Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria that will be considered:

#### **1. Mandatory Elements**

- a. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- b. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

#### **2. Technical Quality (Maximum-100 Points)**

##### **a. Expertise and Experience (Maximum Points-30)**

- (1) The firm's past experience and performance on comparable projects.
- (2) The quality of the firm's professional personnel to be assigned to the project.
- (3) The firm's past relationship with the City, if any.

##### **b. Design Quality and the extent the proposed services meet the City's needs. (Maximum Points-40)**



3. Conformance with RFP requirements (Maximum Points-5)

4. References (Maximum Points-15)

5. The price of the services (Maximum Points-10)

### **Proposal Submittal Deadline**

Interested parties should submit their proposals to:

City of Anamosa  
Wayfinding Signage  
ATTN: Derek Lumsden  
107 S. Ford Street  
Anamosa, IA 52205

Proposals are to be submitted by 5pm (CST) on Tuesday, October 20, 2020. Proposals received after the date and time will not be considered. Proposals will be accepted via email and can be emailed to Derek Lumsden at [director@jonescountydevelopment.com](mailto:director@jonescountydevelopment.com). Vendors accept all risk of late delivery of mailed qualifications regardless of intendance or fault. Questions regarding the RFP should be directed to Derek Lumsden at [director@jonescountydevelopment.com](mailto:director@jonescountydevelopment.com).

### **General Conditions**

Reserved Rights: *The City of Anamosa reserves the right to:*

- Modify or cancel the selection process or schedule at any time
- Waive minor irregularities
- Reject any and/or all responses to this RFP and to seek new proposals when it is in the best interest of the City to do so
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response
- Request any additional information or evidence from individual respondents
- Incorporate this RFP and the selected team's response to this RFP as a part of any formal agreement between the City and the respondent
- Negotiate modifications to the RFP with the selected respondent as part of the negotiation process
- Successful vendors must complete a W-9 form (Taxpayer Identification No.)
- The City of Anamosa is exempt from all local, State, and Federal taxes
- The City of Anamosa reserves the right to reject any and all quotes and to waive informalities and minor irregularities in quotes received and to accept any portion of the quote if deemed in the best interest of the City of Anamosa.

**Hold Harmless**

By participation in this RFP process, development teams agreed to hold harmless the City of Anamosa, its officers and employees from all claims, liabilities, and costs related to all aspects of the development team selection process.

**Public Information**

All documents, conversations, correspondence, etc. between the City of Anamosa and respondents are public information subject to the laws and regulations that govern the City of Anamosa, unless specifically stated otherwise.

**Expenses**

All expenses related to any development teams' response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that development team.

**Design Ownership**

The City of Anamosa shall own the rights to any and all designs including but not limited to logos or other unique artwork approved by the City.



Beth Brincks <beth.brincks@anamosa-ia.org>

---

## water repair bill

1 message

---

**Gary Knight** <knightfarm@netins.net>

Thu, Sep 24, 2020 at 3:13 PM

To: alan zumbach <alan.zumbach@anamosa-ia.org>, jeff stout <jeff.stout@anamosa-ia.org>, john machart <john.machart@anamosa-ia.org>, kay smith <kay.smith@anamosa-ia.org>, rich crump <rich.crump@anamosa-ia.org>, beth.brincks@anamosa-ia.org

On or about August 18, 2020 a subcontractor for Alliant (corebac) started boring in the front of 404 E. Second street. Shortly thereafter they discovered a water problem ( during the boring process), called someone (?) and a plumber was sent to repair the problem. No notice was given to owner of said problem. Plumber came and repaired the problem immediately as it was declared an emergency. A few days later home owner (Joy Knight) received a bill from Shaffer plumbing for the amount of \$1038.97 for the repair. Corebac obviously damaged the water curb box, rod, and valve. Joy Knight called water dept about this as she could not afford to pay the plumber the full amount of the bill. Linda said the plumber would be paid by the city and Beth would set up payments so Joy Knight could afford to make four (4) monthly payment of \$259.74. The plumbing bill should go directly to corebac as they initiated the water problem. My name is Gary Knight Joy Knights son. Gary Knight phone # 319-270-5097 thank you

**RESOLUTION NO. 2020-**

***RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR THE POSITION OF PARK  
AND RECREATION INTERNS FOR FISCAL YEAR ENDING JUNE 30, 2021***

***WHEREAS***, the City Council regularly approves the hiring of new staff; and

***WHEREAS***, the vacancy of one of the Parks and Recreation Assistant Director positions has elevated the need for this staff; and

***WHEREAS***, the employees below are currently working in Seasonal Part-time positions and is now being recommended by the Director of Parks and Recreation to fill these positions; and

***WHEREAS***, such recommendation is now forwarded onto the City Council for their review and consideration.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA***, that the following hire be approved with an effective date of September 28, 2020:

<b>Position</b>	<b>Employee Name</b>	<b>Hourly Wage</b>
Parks and Recreation Intern	Shelton-Hauck/Hannah	\$10.00
Parks and Recreation Intern	Walker Marsh	\$10.00

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.

<b>Council Member</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>
CRUMP			
SMITH			
MACHART			
CAPRON			
STOUT			
ZUMBACH			

***PASSED AND APPROVED*** this 28<sup>h</sup> day of September, 2020

\_\_\_\_\_  
Rod Smith, Mayor

ATTEST:

\_\_\_\_\_  
Beth Brincks, City Clerk

**RESOLUTION NO. 2020-**

***RESOLUTION APPROVING THE HIRING AND SETTING SALARY OF AN INTERIM STREETS SUPERINTENDENT***

**WHEREAS**, the Streets Superintendent position was vacated on September 17, 2020; and

**WHEREAS**, the Interim City Administrator has recommended current City Employee, Street Laborer Shane Brown to act as Interim Street Superintendent until such a time that a new Street Superintendent is hired and in place.

**WHEREAS**, after review and consideration the City Council approves the following employee as the Interim Streets Superintendent.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA**, that the following personnel are hereby approved.

Position	Employee Name	Annual Salary
Interim Streets Superintendent	Shane Brown	\$51,000/year

Councilmember \_\_\_\_\_ introduced the foregoing **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.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

**PASSED AND APPROVED** this 28<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
**ROD SMITH, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**BETH BRINCKS, CITY CLERK**

**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:** 4 PLEWRY

**TRADE NAME (DBA):** \_\_\_\_\_

**STREET ADDRESS:** 402 East MAIN ST

**PHONE (BUSINESS):** 462-4425 **HOME (OR CELL):** 462-4425

*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.

[Signature]  
Police Chief

09/21/20  
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)

[Signature]  
Fire Chief (or designee)

9-17-2020  
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.

[Signature]  
Jones County Environmental Health Official

9-10-20  
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**  
**APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS**

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

**NAME OF APPLICANT:**

Brett Seeley

**TRADE NAME (DBA):**

Anamosa Bowling Center

**STREET ADDRESS:**

117 N. Ford St. Anamosa, IA

**PHONE (BUSINESS):**

(319) 462-2195

**HOME (OR CELL):**

821-0109

*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.

[Signature]  
Police Chief

Date

09/21/20

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)

[Signature]  
Fire Chief (or designee)

Date

9-9-2020

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.

[Signature]  
Jones County Environmental Health Official

Date

9.21.20

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

## SEPTEMBER LIBRARY VOUCHERS

Vendor Name	Description	Amount
AMAZON	DVDS	404.39
BAKER & TAYLOR	BOOKS	697.38
BLADE PEST CONTROL	MONTHLY PEST CONTROL	62.00
LEAF	MONTHLY COPIER LEASE	96.00
MIDWEST TAPE	DIGITAL MATERIALS	97.47
MINGER MOWING & LANDSCAPE, INC	LAWN FERTILIZER	73.50
MONTICELLO PUBLIC LIBRARY	BOOKS	13.00
OFFICE EXPRESS	TOILET PAPER/PAPER TOWE	115.70
ORKIN PEST CONTROL	PEST INSPECTION	1,150.00
STATE LIBRARY OF IOWA	ONLINE RESOURCES	356.98
WALMART COMMUNITY BRC	REG CLEANING SUPPLIES	87.73
	Final Totals...	3,154.15

## FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	2,699.70
09	LOCAL OPTION TAX	454.45
	TOTAL ALL FUNDS	3,154.15

## SEPTEMBER 28, 2020 COUNCIL VOUCHERS

Date Issued	Warrant In Favor of	Check Amount	Description
9/28/2020	65841 ACME TOOLS	449.88	CONCRETE BLADE
9/28/2020	65842 AMERICAN MARKETING & PUBLISHIN	295.00	HOME PAGES LISTING
9/28/2020	65843 AMERICAN PIPING GROUP	3,035.25	INSTALL CHECK VALVES
9/28/2020	65844 ANAMOSA CHAMBER OF COMMERCE	1,276.00	PER CAPITA CONTIB FY21
9/28/2020	65845 AUTOMOTIVE SERVICES	716.00	TIRES AND MOUNT
9/28/2020	65846 BANOWETZ LUMBER COMPANY INC	775.29	SALT SHED REPAIR
		14.11	LUMBER
	TOTAL ** 65846	789.40	
9/28/2020	65847 BARRON MOTOR SUPPLY	1.64	BACK UP LIGHT CONNECTOR
		204.36	55GAL DEF FLUID
		4.73	MINI-BULB



TOTAL **	65847		210.73	
9/28/2020	65848	BOERNER/KEN	37.90	OVERPAYMENT REFUND
9/28/2020	65849	BOOMERANG	17,805.00	STORM DEBRIS REMOVAL
9/28/2020	65850	BROWN SUPPLY CO., INC.	2,544.00	HYDRANT/HARDWARE
9/28/2020	65851	C.J. COOPER & ASSOCIATES, INC.	40.00	DRUG SCREEN
9/28/2020	65852	CHEMSEARCH	150.00	ECO STORM PROGRAM
9/28/2020	65853	ELAN-CARDMEMBER SERVICE	16.04	MEETING SOFTWARE
			88.88	HARDWARE STOCK
			44.59	LARGER MEETING SOFTWARE
TOTAL **	65853		149.51	
9/28/2020	65854	FAREWAY STORES, INC.	33.98	PAPER TOWELS
			83.26	WATER
TOTAL **	65854		117.24	
9/28/2020	65855	GALL'S INC.	880.69	UNIFORMS
			112.96	UNIFORM PANTS
TOTAL **	65855		993.65	
9/28/2020	65856	HACH COMPANY	62.64	CHEMICALS- NITRIVER
9/28/2020	65857	HAWKINS, INC	5,575.12	CLORINE/TONKAZORB
9/28/2020	65858	HOUSBY HEAVY EQUIPMENT	166.89	MIRROR ARM
			54.57	COVER PLATE/CLAMP
TOTAL **	65858		221.46	
9/28/2020	65859	HOWARD R GREEN	557.50	GIS SERVICES/MAPPING
			1,577.00	RISK AND RESILIE
TOTAL **	65859		2,134.50	
9/28/2020	65860	IOWA MUNICIPAL FINANCE OFFICER	125.00	FALL CONFERENCE-BRINCKS
9/28/2020	65861	IOWA ONE CALL	155.40	EMAIL NOTIFICATIONS
9/28/2020	65862	IOWA PRISON INDUSTRIES	58.20	STREET SIGN
9/28/2020	65863	J&R SUPPLY	430.00	UNIFORM ALLOWANCE
9/28/2020	65864	JOHN DEERE FINANCIAL	64.90	TRASH BAGS/SAW BLADE
			66.05	WIRE/PAPER TOWELS
			94.40	OIKL AND FILTERS MOWERS
			5.32	SPARK PLUG
			105.00	MOWER SPINDLE
			99.68	V-BELT
			54.78	MOWER BLADE
			612.78	MOWER SPINDLES

			176.30	WHEEL FOR MOWER
			.41	SCREW
			21.81	PUCH BUTTON/BUSHING
			113.51	FILTERS AND BLADES
			399.90	STRING TRIMMERS
			19.00	WHEEL RR
			26.02	SWITCH/JUMPER
			23.60	BRACKET
			80.17	FIELD DRAG PARTS
			13.65	OIL
			40.98	WRENCH/SOCKETS
			88.97	TOOLS
			36.97	SHOP VAC BAGS/FILTER
			66.99	TRI-BALL
			411.41	BATTERY CHARGER/HOSES
			196.54	EXTENSION CORDS/ST WOOL
			5.09	GAS CAP
			104.99	GUARD RAIL
			119.99	BOOT ALLOOWANCE-BARNES
			16.47	CLEANER/SOAP
			45.97	RAKES/NOZZLE
			129.99	BOOT ALLOWANCE-GERST
			8.82	REPAIR PARTS
			11.70	OIL
			40.85	IOL/TRIMMER LINE
			2.94-	RETURN
			24.97	CHALK/GLUE
			136.31	PROPANE/TAPE/TRIMLINE/
TOTAL **	65864		3,461.35	
9/28/2020	65865	JONES COUNTY TIRE	34.95	OIL CHANGE
9/28/2020	65866	JONES REGIONAL MEDICAL CENTER	125.00	POLICE SCREENING/TEST
9/28/2020	65867	LIGHTNER/JAIMIE	30.00	NOTARY STAMP RENEWAL
9/28/2020	65868	MEDIACOM	76.90	MODEM HD DTA
9/28/2020	65869	MICHAELS CLOTHING	130.00	SHIRTS
9/28/2020	65870	NAYLOR SEED CO	195.00	GRASS SEED 25#
9/28/2020	65871	SCHERRMAN'S IMPLEMENT	41.78	HYDRAULIC HOSE COVER

41,466.86

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	21,778.81
06	ROAD USE TAX FUND	4,129.03
51	WATER FUND	14,123.59
52	WASTEWATER FUND	1,435.43
TOTAL ALL FUNDS		41,466.86

Date Issued	Warrant	In Favor of	Check Amount	Description
9/28/2020	65872	CHEMSEARCH	700.00	LIFT STATION TREATMENT
9/28/2020	65873	ELAN-CARDMEMBER SERVICE	25.00	WASTE WATER CLASS MEAL
9/28/2020	65874	GALL'S INC.	68.93	TAC FORCE TACT PANTS
9/28/2020	65875	GRAINGER	5,296.00	EXHAUST FANS STORM FILTE
9/28/2020	65876	IOWA LAW ENFORCEMENT ACADEMY	800.00	FIREARMS INSTR SCHOOL
9/28/2020	65877	IOWA PRISON INDUSTRIES	124.00	400 NUISANCE DOOR HANGER
9/28/2020	65878	JOHN DEERE FINANCIAL	29.96	HEX SCREWS STEEL ROD
9/28/2020	65879	KONICA MINOLTA BUSINESS SOLUTI	31.04	COPIER METER USE
9/28/2020	65880	KONICA PREMIER FINANCE	151.64	COPIER PURCHASE CONTRACT
9/28/2020	65881	KONICA PREMIER FINANCE	75.85	MONTHLY COPIER RENTAL
9/28/2020	65882	KROMMINGA MOTORS	125.00	
9/28/2020	65883	LINN CO-OP OIL CO.	112.54	DIESEL
9/28/2020	65884	LINOH20,LLC	1,741.00	CALIBRATE DR PM UNIT
9/28/2020	65885	LYNCH DALLAS, P.C.	1,265.50	GENERAL LEGAL
			588.00	REAL ESTATE
			212.40	POLICE - PROSECUTION
			619.00	NUISANCE ENFORCEMENT
			66.00	POLICE COLLECTIVE BARGN
			1,198.00	NUISANCE
TOTAL **	65885		3,948.90	
9/28/2020	65886	MAQUOKETA VALLEY ELECTRIC COOP	306.78	WATER INTERNET
			49.31	INDUSTRIAL PARK LIGHTS
TOTAL **	65886		356.09	
9/28/2020	65887	MCALEER	29.00	WATER RENTAL CITY HALL
9/28/2020	65888	MCM PROFESSIONAL SERVICES, LLC	250.00	TEMP ROOF REPAIR
9/28/2020	65889	MEDIACOM	69.49	WATER INTERNET

			136.90	CITY HALL INTERNET
			78.09	LCC INTERNET
TOTAL **	65889		284.48	
9/28/2020	65890	MISSION COMMUNICATIONS, LLC	37.00	CONTROL SWITCH
9/28/2020	65891	MOBOTREX	360.00	GREEN TRAFFICE LIGHT CVR
9/28/2020	65892	MONTICELLO SPORTS	30.00	CHAIN NETS
			1,152.00	BASKETBALL REVERSIBLES
TOTAL **	65892		1,182.00	
9/28/2020	65893	MUNICIPAL SUPPLY, INC.	7,930.00	SMART POINT RADIO READS
9/28/2020	65894	NORLIN/GREG	300.00	QUARRY LEASE
9/28/2020	65895	P & K MIDWEST, INC	176.30	MOWER TIRE
9/28/2020	65896	RECREATIONAL MOTOR SPORTS	200.68	SAMPLE SHIPPING
9/28/2020	65897	SHAFFER PLBG & HTG	3,650.00	POLICE STATION A/C
9/28/2020	65898	STONE CITY QUARRIES	475.08	RIVER ROCK WWTP
			92.95	EROSION STONE STREETS
TOTAL **	65898		568.03	
9/28/2020	65899	TAPKEN'S CONVENIENCE PLUS	195.04	FUEL PARK REC
			142.94	FUEL RUT
			71.25	FUEL WATER
			45.21	FUEL WASTEWATER
TOTAL **	65899		454.44	
9/28/2020	65900	TIFCO INDUSTRIES	69.95	GREEN MARKING PAINT
9/28/2020	65901	TRANSWORLD NETWORK, CORP	78.31	LONG DISTANCE
9/28/2020	65902	TRUCK COUNTRY	2,875.42	07 STERLING BRAKE REPAIR
9/28/2020	65903	VISU-SEWER CLEAN & SEAL, INC	9,977.50	LATERALS GROUTING
9/28/2020	65904	WALMART COMMUNITY BRC	84.28	FLAG FOOTBALL
			31.07	OFFICE SUPPLIES
			30.00	MUMS
			109.35	CLEANING SUPPLIES
TOTAL **	65904		254.70	
9/28/2020	65905	WAPSI WASTE SERVICE, INC.	347.00	AUGUST CITY HALL
			45.00	AUG FIRE DUMPSTER
			45.00	WWTR DUMPSTER
			55.00	GARBAGE 7/24
			55.00	GARBAGE 8/26
TOTAL **	65905		547.00	

9/28/2020	65906	WATER SOLUTIONS UNLIMITED	1,190.00	SOUTH TOWER DEHUMIDIFIER
9/28/2020	65907	WAYNE HALL CHRYSLER	94.00	LIFT GATE PROPS
9/28/2020	65908	WOODWARD COMMUNITY MEDIA	332.01	LEGALS
			44,426.77	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	8,597.93
06	ROAD USE TAX FUND	3,332.77
09	LOCAL OPTION TAX	409.31
51	WATER FUND	15,183.52
52	WASTEWATER FUND	16,903.24
0TOTAL	ALL FUNDS	44,426.77