

Tentative Agenda
Glenwood City Council Meeting
August 22, 2023
City Hall 5 N. Vine St
Committee Meeting 6:00p.m.
Council Meeting 7:00p.m.

Committee Meeting 6:00-7:00p.m.

Public Admin

- Food truck map - [Park Recommendations](#) - [Possible Public Street Parking](#)
- Mobile Food Vendor Fee - [Staff Report](#)
- [Code of Ordinances Review](#)

Council Meeting - 7:00 p.m.

1. Call to Order/Roll Call

2. Consent agenda - *All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion on these items unless a request is made prior to the time Council votes on the motion:*

- a. Agenda
- b. Abstract of Claims #4
- c. [Minutes of 8.8.2023](#)
- d. Parea Temp Liquor License for Homecoming Street Dance on 9.16.2022
- e. [Resolution 3644](#) Accepting Dedication of Maplewood Circle
- f. [Resolution 3645](#) Accepting Dedication of Oak Ridge Drive & Oak Ridge Lane

3. Allow visitors to address council

Visitors may address the Council at this time; however, comments will be limited to 3 minutes. As per Iowa's Open Meetings Law, Council can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

4. Jack & Carolyn Williams- Discuss Stop sign ordinance at 4th & Elm

5. Public Hearing Regarding Adoption of FY24 Budget Amendment

6. Resolution 3642 Adopting [FY24 Budget Amendment](#) - [Staff Report](#)

7. [Resolution 3641](#), Resolution Calling an Election on the Proposition of Imposing a Hotel and Motel Tax - [Iowa Code 423A.7\(4\)](#) - [Staff Report](#)

8. Third Reading of [Ordinance 930](#) an Ordinance Amending the Code of Ordinances pertaining to Vehicle Stop Requirements within the City. (Adding Stop Signs on 4th, Elm & Nuckolls Streets); to be formally adopted after legal publication by law - [Maps](#)

9. Motion to approve [Joint Participation Agreement](#) with SWIPCO for SWITA services

10. Motion to approve finalized [DTR Contract](#) with Curtis Architecture

11. Approve Development Agreement for 2 N. Walnut St, Upper Story Housing Grant

12. Open sealed bids for 2011 Chevy Tahoe

13. Possible action item on bids of 2011 Chevy Tahoe

14. Committee Reports

- a. Public Admin - Jackson
- i. Food Truck Parking
- ii. Mobile Food Vendor Fees
- iii. Code of Ordinance

15. Departmental Reports

- a. **Clark-Public Works**
- b. **Johansen – Police Dept**
 - i. Vandalism on August 17, 2023
- c. **Painter – Library**
- d. **Collins – Cemetery**
 - i. [8.16.2023 Cemetery Minutes](#)
- e. **Gray – Fire & Rescue/ Code enforcement**
 - i. Abandoned Green Street Property
 - ii. [Resolution 3643](#) Setting Glenwood Fire Department Fees
 - iii. Approval for City of Glenwood to begin 28E agreement negotiations with townships and tier agreements with surrounding EMS providers
 - iv. Approval for Glenwood Volunteer Fire Association to hold gun raffle
 - v. 8.16.2023 P&Z Meeting Minutes
 - vi. Approve Revised [Zoning Map](#) - [Staff Report](#)
- f. **Mattox – Park**
 - i. 8.17.2023 Park Board Minutes
- g. **Farnan – Admin**
 - i. Aquatic Center Update
 - ii. [Stop Lights Information](#)
 - iii. Motion to Approve [Signature authorization for alternate signatories](#), authorizing Mayor Pro Tem & City Administrator to sign documents for CDBG grants
 - iv. [July 2023 Financials](#) - [Fund Balance, Revenue & Expense Report](#)
 - v. Correction to CDBG pass through fund requests from 8.8.2023 meeting - [Staff Report](#)
 - 1. Revised Pay Request 2 for Project 19-DRH-016 - 110 Nuckolls St in the amount of \$31,566.26 instead of \$26,231.81
 - 2. Revised Pay Request 6 for Project 19-DRH-001 - 712 Lofts in the amount of \$114,375.52 instead of \$114,375.00
 - 3. Revised Pay Request 4 for Project 19-DRH-002 - 308 N Hazel St in the amount of \$30,653.67 instead of \$29,009.00

16. Mayor Report

17. Motion to Adjourn Motion _____ Second _____ Ayes _____ Time: _____ PM

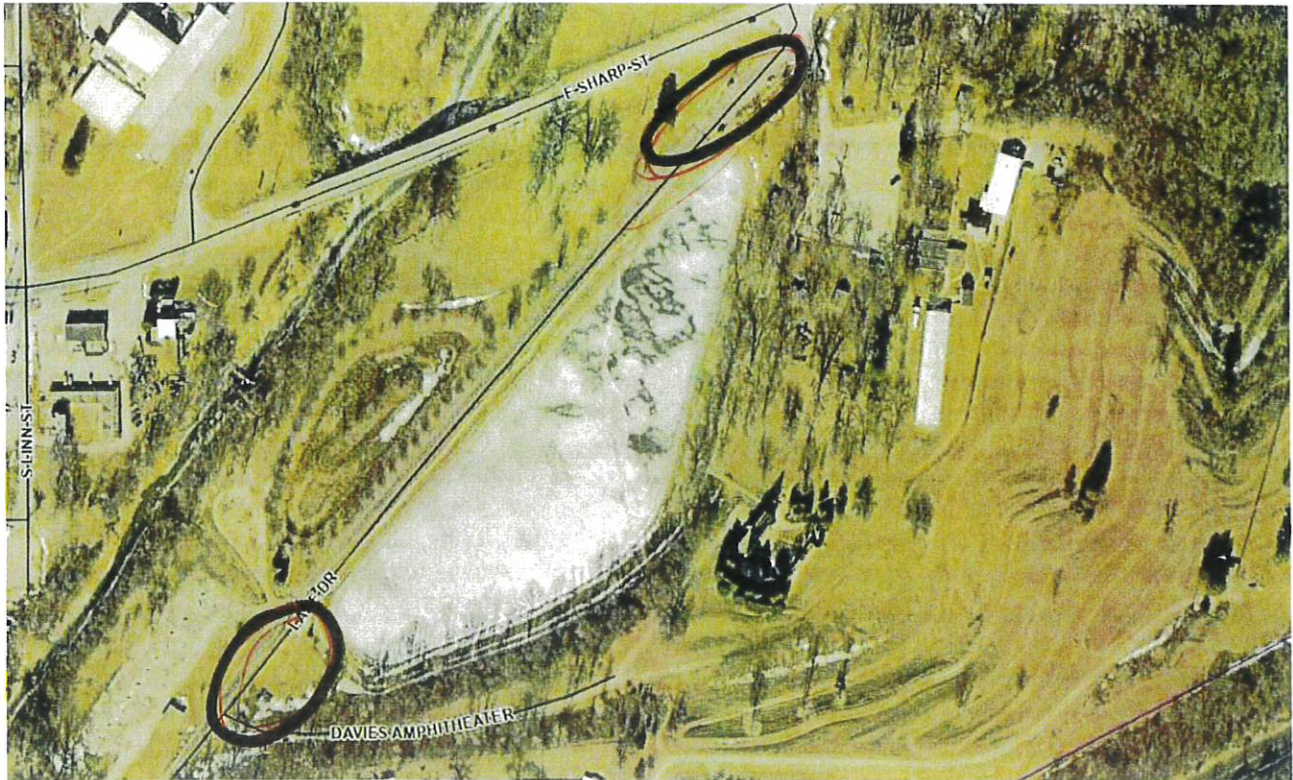
Order of agenda at discretion of Mayor

For hearing assistance contact City Hall seven business days prior to the meeting date.

Virtually: <https://www.gotomeet.me/CityofGlenwood/> Phone: (786) 535-3211 Access Code: 738-827-117

Park Board- Food Truck Parking

Lake Park:



Rec Complex:



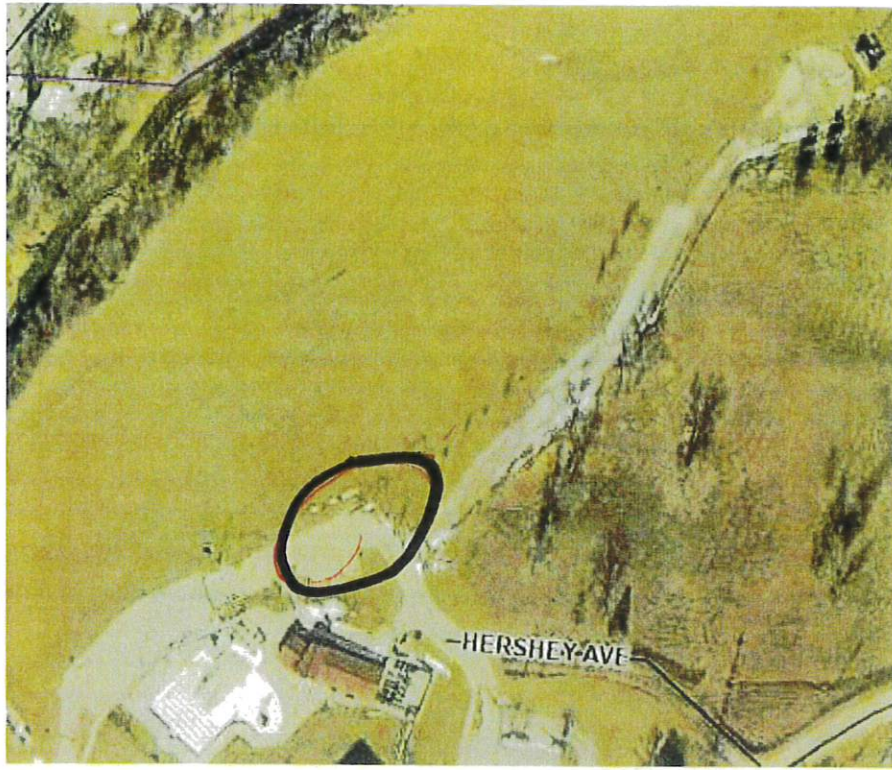
Park Board- Food Truck Parking

Softball/Pickleball:

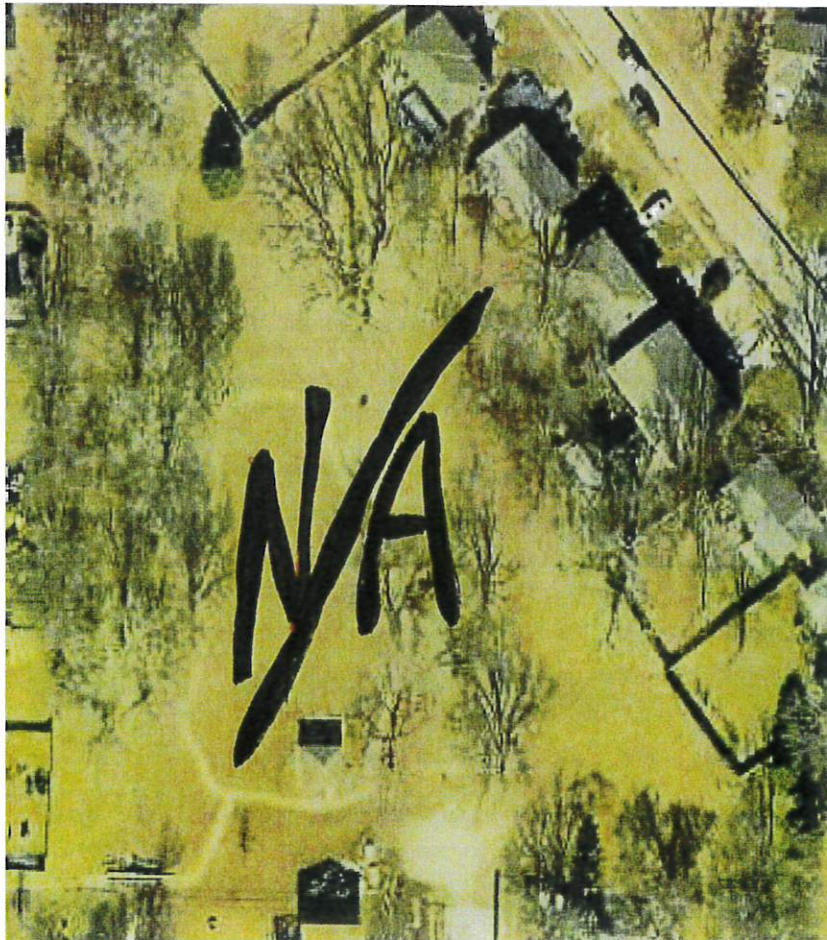


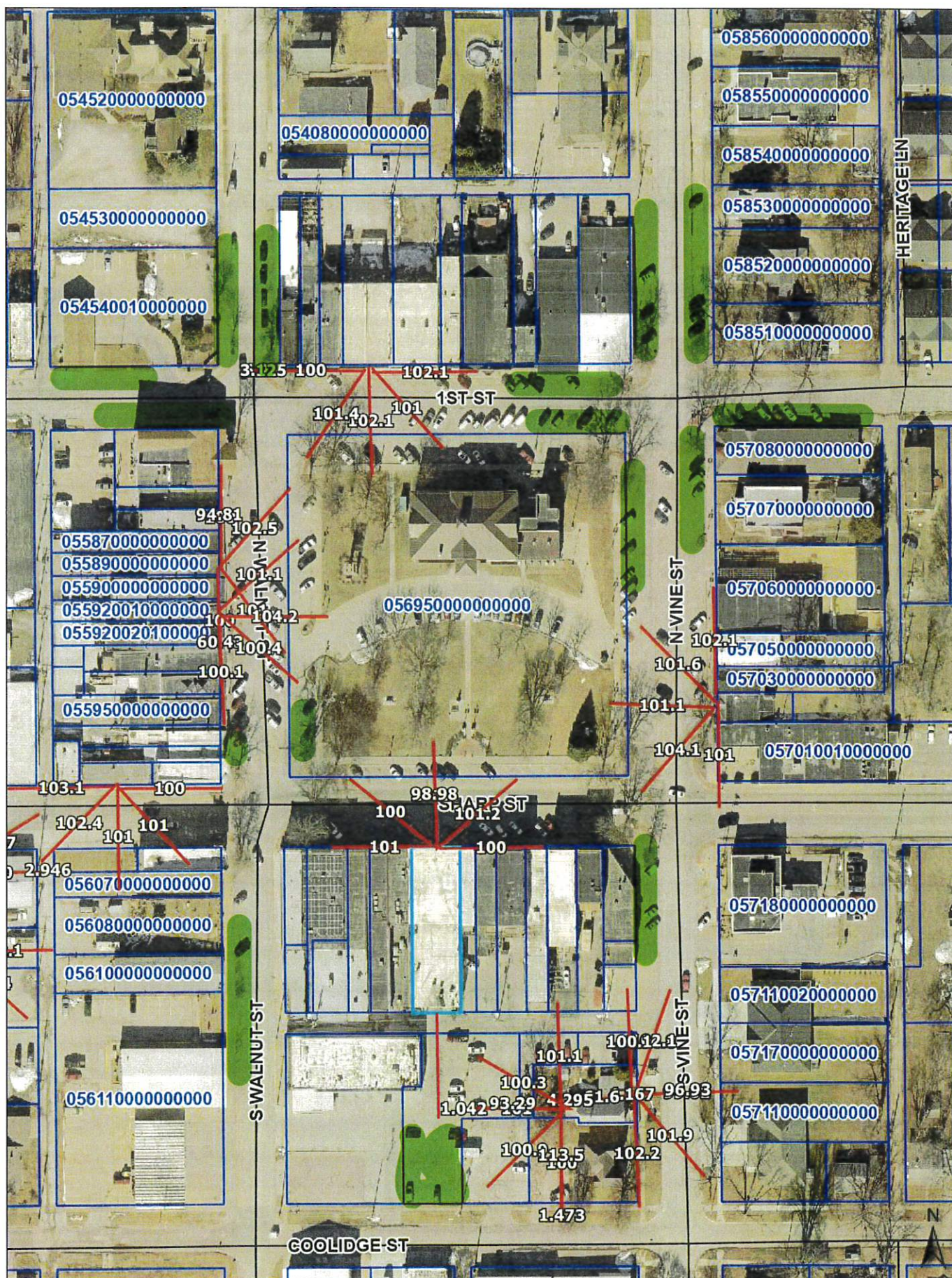
Park Board- Food Truck Parking

Aquatic Center/Soccer Fields:



Hiley Park:







Amber Farnan <amber.farnan@cityofglenwood.org>

Food truck thoughts

Executive Director <director@glenwoodia.com>

Tue, Aug 22, 2023 at 12:14 PM

To: Amber Farnan <amber.farnan@cityofglenwood.org>

While I appreciate there is an ordinance and the trucks/vendors are inspected, I do not believe mobile vendors should have any opportunity to set up on public property, with the exception of special public events (homecoming, RAGBRAI, Cultivate Community, etc).

First, and most importantly, the brick & mortar businesses that surround the square are owned & operated by local residents who employ community members; they have mortgages or rent; they pay taxes to our city & county; and are always the first to donate to special causes for the betterment of the community. Mobile food vendors do not.

Under the proposed ordinance map, what would be stopping our local pizza joint from selling their current building and setting up shop, daily, just 100 ft away in a truck for only \$200-\$300/year "rent?"

Next, another issue is public parking. Has there been consideration into how these proposed spaces will be reserved for food trucks? If they expect to be on the square from 12-6 one day, do the courthouse employees have to move from where they parked that morning? On the proposed map, there are allocated parking spaces on both sides of the Senior Center. New business, Drag-On, also has all of the spaces in front of their building highlighted. Who at the city will be dealing with parking/no parking/moving cars, etc., and is it worth the small fee the city will be receiving?

Finally, safety should also be a concern. If a truck's service window faces the street, where/how should people line up for food on a normal traffic day? Walking across/around the square on a typical day can be dangerous enough; imagine having a food truck or 6 in these spaces with traffic expected to continue flowing.

For these reasons, I strongly encourage the City to keep the current ordinance as-is: food trucks on private property only, unless in the case of a special event.

Thank you for your time. Sorry I can be so long-winded. See you tonight!

--

Jennie Davis, Executive Director
Mills County Chamber of Commerce
5 N. Vine St.
Glenwood, IA 51534
(c) 712.520.4250
director@glenwoodia.com
www.glenwoodia.com



STAFF REPORT

To: City Council, Mayor Kohn
From: Amber Farnan
Date: August 18, 2023
RE: Food Truck Permit Fees

We have had a request to consider setting daily fees for food trucks vendors. Currently we have 6 month (\$200.00) and 1 year (\$300.00) permits. These fees are set by resolution and can be revised fairly easy.

I would recommend offering a 1-week permit, instead of a daily permit. The reasoning is when we receive an application for license, Fire Chief Gray must inspect the food truck and make sure the operators have all the necessary certificates from the health department. I recommend we add to our application a lead time, such as allowing us up to 7 business days for processing.

Earlier this summer, a food truck came to town without a permit. It took several hours for both Chief Gray and Jessica to track down all the needed information and for Chief Gray to inspect the food truck. In the future, if a food truck comes to town without the permit, they will be asked to leave until they have applied for the permit & receive it from City Hall. I would also like to see a penalty fee for those who come to town without a permit and try to operate.

Amber Farnan
City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
Glenwood, IA 51534
(712) 527-4717

Claims #4

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL LIABILITIES					
FIRST NATIONAL BANK	FED/FICA TAX	13,074.84		1291478	8/10/23
FIRST NATIONAL BANK	FED/FICA TAX	4,513.95	17,588.79	1291481	8/11/23
TREASURER, STATE OF IOWA	STATE TAX	1,836.40		1291479	8/10/23
TREASURER, STATE OF IOWA	STATE TAX	636.49	2,472.89	1291482	8/11/23
IPERS	IPERS	10,928.79		1291480	8/10/23
IPERS	IPERS - PROTECT	3,453.92	14,382.71	1291483	8/11/23
CITY OF GLENWOOD	HEALTH INS	1,967.50		80829	8/10/23
CITY OF GLENWOOD	HEALTH INS	1,020.00	2,987.50	80830	8/11/23
	050 LIABILITIES TOTAL		37,431.89		
POLICE					
ACCESS SYSTEMS	AGREEMENT#016-1517598-000		153.02	80836	8/22/23
ADVANCED GRAPHIX INC	DODGE DURANGO GRAPHICS		419.00	80837	8/22/23
AXON ENTERPRISE INC	2021 T7CQ DOCK CONTRACT		5,585.85	80841	8/22/23
DETAILS THE CLEANING CO.	PD CLEAN		200.00	80844	8/22/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		90.29	80855	8/22/23
RICHARD RIX	TRAINING LUNCH REIMB		16.56	80859	8/22/23
WEX BANK	PD FUEL	2,340.88		1291486	8/14/23
WEX BANK	PD FUEL	2,685.52	5,026.40	1291487	8/14/23
	110 POLICE TOTAL		11,491.12		
FIRE					
BOMGAARS	SHOP SUPPL		92.56	80843	8/22/23
GREAT PLAINS UNIFORMS	WEILAGE/CARSON/HUTCHISON SHORT		476.00	80848	8/22/23
J Q OFFICE	FD KYOCERA SERV		206.58	80849	8/22/23
LIFE ASSIST	REPLACEMENT MED BAG		1,308.14	80851	8/22/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		439.60	80855	8/22/23
RELIANT FIRE APPARATUS, INC.	TRUCK 12 YEARLY SERV		7,890.07	80858	8/22/23
SANDRY FIRE SUPPLY, LLC	HELMET SHIELDS		160.15	80860	8/22/23
W.S. DARLEY & COMPANY	DRONE BATTERIES		659.00	80863	8/22/23
WEX BANK	FD FUEL	1,899.15		1291486	8/14/23
WEX BANK	FD FUEL	2,006.24	3,905.39	1291487	8/14/23
	150 FIRE TOTAL		15,137.49		
LIBRARY					
CITY OF GLENWOOD	HEALTH INS		537.50	80829	8/10/23
	410 LIBRARY TOTAL		537.50		
AMPTHEATER					
MIDAMERICAN ENERGY	ELECTRIC SERVICE		91.96	80855	8/22/23
	420 AMPITHEATER TOTAL		91.96		
PARK					
LINKON LOGS PORTABLES	CITY PARK SERV		70.00	80852	8/22/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		1,570.43	80855	8/22/23
WEX BANK	REC FUEL	657.38		1291486	8/14/23
WEX BANK	RED FUEL	614.56	1,271.94	1291487	8/14/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	430 PARK TOTAL		2,912.37		
RECREATION					
LINKON LOGS PORTABLES	CITY BALLFIELD SERV		60.00	80852	8/22/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		152.12	80855	8/22/23
PREMIER PORTABLE BUILDINGS	PICKLEBALL SHED		2,970.75	80832	8/14/23
	440 RECREATION TOTAL		3,182.87		
CEMETERY					
IPERS				1291480	8/10/23
BOMGAARS	FILTER/TOILET VALVE		73.95	80843	8/22/23
EVANS EQUIPMENT COMPANY	STUMP GRINDER RENTAL		262.15	80846	8/22/23
GLENWOOD FEED AND INDUSTRIAL	CONC SAW BLADE/WEED EATER LINE		319.49	80847	8/22/23
KONFRST CONSTRUCTION	TREE REMOVAL AT CEM		2,000.00	80850	8/22/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		95.48	80855	8/22/23
NAPA AUTO PARTS (CEM)	REFRIGERANT/STANADYNE		23.98	80857	8/22/23
WEX BANK	CEM FUEL	379.34		1291486	8/14/23
WEX BANK	CEM FUEL	737.14	1,116.48	1291487	8/14/23
	450 CEMETERY TOTAL		3,891.53		
ADMINISTRATION					
ACCESS SYSTEMS	AGREEMENT#016-1517598-000		155.48	80836	8/22/23
DETAILS THE CLEANING CO.	CITY HALL CLEAN		200.00	80844	8/22/23
GLENWOOD AREA CHAMBER	YEARLY DUES		3,500.00	80831	8/14/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		836.62	80855	8/22/23
SIMMERING-CORY & IA. CODE	CODIFICATION DRAFT FEE		2,500.00	80861	8/22/23
	620 ADMINISTRATION TOTAL		7,192.10		
	001 GENERAL TOTAL		81,868.83		
AQUATIC CENTER					
POOL					
AQUA CHEM INC.	POOL CHEMICALS		1,277.40	80839	8/22/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		3,851.61	80855	8/22/23
MILLS COUNTY YMCA	LIFEGUARD SALARIES		18,622.52	80856	8/22/23
	445 POOL TOTAL		23,751.53		
	002 AQUATIC CENTER TOTAL		23,751.53		
ROAD USE TAX					
LIABILITIES					
FIRST NATIONAL BANK	FED/FICA TAX		2,607.93	1291478	8/10/23
TREASURER, STATE OF IOWA	STATE TAX		381.38	1291479	8/10/23
	050 LIABILITIES TOTAL		2,989.31		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STREET					
READY MIXED CONCRETE, CO	405 COOLIDGE CONC		2,104.00	80835	8/22/23
AUTO VALUE/ARNOLD MOTOR	'15 CHEVY 2500 SERV		70.90	80840	8/22/23
BOMGAARS	J WEBEL CLOTHING ALLOWANCE		247.95	80843	8/22/23
DIAMOND VOGEL, INC	WHT/YLW STREET PAINT		2,152.40	80845	8/22/23
MENARDS	FORM BOARDS FOR CONCRETE		303.85	80853	8/22/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		3,067.93	80855	8/22/23
WEX BANK	RUT FUEL	1,172.84		1291486	8/14/23
WEX BANK	RUT FUEL	875.70	2,048.54	1291487	8/14/23

	210 STREET TOTAL		9,995.57		

	110 ROAD USE TAX TOTAL		12,984.88		
EMPLOYEE BENEFITS					
POLICE					
WELLMARK BC/BS	MEDICAL AND DENTAL		19,213.11	80864	8/22/23

	110 POLICE TOTAL		19,213.11		
FIRE					
WELLMARK BC/BS	MEDICAL AND DENTAL		11,304.73	80864	8/22/23

	150 FIRE TOTAL		11,304.73		
STREET					
WELLMARK BC/BS	MEDICAL AND DENTAL		7,786.91	80864	8/22/23

	210 STREET TOTAL		7,786.91		
LIBRARY					
WELLMARK BC/BS	MEDICAL AND DENTAL		5,226.81	80864	8/22/23

	410 LIBRARY TOTAL		5,226.81		
PARK					
WELLMARK BC/BS	MEDICAL AND DENTAL		5,163.14	80864	8/22/23

	430 PARK TOTAL		5,163.14		
CEMETERY					
WELLMARK BC/BS	MEDICAL AND DENTAL		2,649.75	80864	8/22/23

	450 CEMETERY TOTAL		2,649.75		
ADMINISTRATION					
WELLMARK BC/BS	MEDICAL AND DENTAL		2,649.75	80864	8/22/23

	620 ADMINISTRATION TOTAL		2,649.75		

	112 EMPLOYEE BENEFITS TOTAL		53,994.20		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CDBG HOUSING GRANT					
CDBG HOUSING PROJECTS					
JIM & MONICA HUGHES	CDBG PASS THROUGH FUNDS	90,383.18		80833	8/16/23
JIM & MONICA HUGHES	CDBG PASS THROUGH FUNDS	4,994.54	95,377.72	80842	8/22/23
CITY OF GLENWOOD	HUD TRAINING REIMB		342.68	80834	8/16/23
SOUTHWEST IA PLANNING COUNCIL	CDBG AUG 2022-MAR 2023 FEES		496.00	80862	8/22/23
	140 CDBG HOUSING PROJECTS TOTAL		96,216.40		
	311 CDBG HOUSING GRANT TOTAL		96,216.40		
DTR GRANT					
CDBG HOUSING PROJECTS					
ALLEY POYNER MACCHIETTO ARCHIT	DTR HISTORICAL SURVEY		1,000.00	80838	8/22/23
	140 CDBG HOUSING PROJECTS TOTAL		1,000.00		
	312 DTR GRANT TOTAL		1,000.00		
	Accounts Payable Total		269,815.84		
Payroll Checks					
	001 GENERAL		43,482.18		
	110 ROAD USE TAX		8,071.52		
	112 EMPLOYEE BENEFITS		766.34		
	Total Paid On: 8/10/23		52,320.04		
	001 GENERAL		16,404.80		
	Total Paid On: 8/11/23		16,404.80		
	Total Payroll Paid		68,724.84		
	Report Total		338,540.68		

CLAIMS REPORT
CLAIMS FUND SUMMARY

Payroll Checks: 8/09/2023- 8/22/202

FUND	NAME	AMOUNT
001	GENERAL	141,755.81
002	AQUATIC CENTER	23,751.53
110	ROAD USE TAX	21,056.40
112	EMPLOYEE BENEFITS	54,760.54
311	CDBG HOUSING GRANT	96,216.40
312	DTR GRANT	1,000.00

	TOTAL FUNDS	338,540.68

Glenwood City Council Committee Meeting Minutes

August 8, 2023

Glenwood City Council met for committee meetings on Tues, 8.8.23 at 6:00 pm in Council Chambers prior to the City Council meeting with the following present Mayor Pro Tem Dan McComb; Council Members present: Donnie Kates, Laurie Smithers, Holly Jackson, and Jeremy Rodman. City employees present: Fire Chief Gray, Jamey Clark, Amber Farnan, Tara Painter, Lt Worcester; Guests: Joe Foreman and Jennie Davis

Committee meetings are for discussion only, no action is taken, but a quorum is usually present. Action, if any, will be taken during the Council Meeting following the committee meetings or at another scheduled council meeting.

Budget & Finance

- Chamber Director Jennie Davis shared information on RAGBRAI requested Council consider applying as a host city for 2024. Thanked the Council for continued support for the Chamber & City's annual dues of \$3,500
- Request from previous meeting regarding pool entry free for non-swimmers

Public Works

- Square nodes maintenance and upkeep; County received bid for repair of sidewalks around the Courthouse property, will share bid for node repairs
- Fairview Creek next steps, Eagle Engineering working on bid package for Council approval

Public Admin

- Food truck allowable parking areas around the square
- Changing the payroll process for employees in November

Meeting ended at 6:59pm

Glenwood City Council Minutes

August 8, 2023

Glenwood City Council met in regular session on Tues, 8.8.23 at 7:00 pm in Council Chambers Mayor Pro Tem Dan McComb called the meeting to order with the following Council Members present: Donnie Kates, Laurie Smithers, Holly Jackson, and Jeremy Rodman. City employees present: Fire Chief Gray, Jamey Clark, Amber Farnan, Lt Worcester, Chief Johnansen, and Tara Painter; Guests: Joe Foreman, Jennie Davis, Sandi Winton, Jim Hughes; virtually: Bob Wray, Dani Briggs (SWIPCO) & Aaron Ling; Mayor Kohn was absent.

Motion Kates/2nd Smithers to approve the Consent Agenda as printed: Agenda, Abstract of Claims #3, Minutes of July 25, 2023, Pay Requests for CDBG Projects Pass Through Funds: Pay Request 1- Project 22-ARPDH-024 - 2 N Walnut St in the amount of \$120,489.20 - Upper Story Grant, Pay Request 2 for Project 19-DRH-016 - 110 Nuckolls St in the amount of \$26,231.81, Pay Request 6 for Project 19-DRH-001 - 712 Lofts in the amount of \$114,375.00, Pay Request 4 for Project 19-DRH-002 - 308 N Hazel St in the amount of \$29,009.00; Ayes- 5 Nays-0 motion carried

Mayor Pro Tem McComb opened the public meeting regarding the Adoption of the 2023 Glenwood Comprehensive plan at 7:04pm; no written or oral comments received from the public prior to the meeting and no oral comments made at the public hearing, Dani Briggs w/ SWIPCO discussed the process, public hearing closed at 7:06 pm

Motion Jackson/2nd Kates to approve Resolution 3640 Adoption of the 2023 Glenwood Comprehensive Plan; Ayes- 5 Nays-0 motion carried

Motion Smithers/2nd McComb to approve overage of \$540.00 for replacement pump at the YMCA - Houser's AC & Htg invoice #10198, total due \$7,288.30, Ayes- 5 Nays-0 motion carried

Motion Jackson/2nd Kates to approve the second Reading of Ordinance 930 an Ordinance Amending the Code of Ordinances pertaining to Vehicle Stop Requirements within the City. (Adding Stop Signs on 4th, 5th & Nuckolls Streets); Ayes- 5 Nays-0 motion carried

Motion Smithers/2nd Kates to approve IA DOT Agreement for Surface Transportation Block Grant Program- Locust Street, from Sharp St North 0.6 miles to Hazel St HMA Resurfacing; Ayes- 5 Nays-0 motion carried

Motion Kates/2nd Jackson to approve sidewalk reimbursement for Bob Huff in the amount of \$250.00; Ayes- 5 Nays-0 motion carried

Action items from committee meeting discussions
Smithers reported for Budget & Finance

Motion Smithers/2nd Jackson to approve submittal of application for RAGBRAI 2024 host city; Ayes- 5 Nays-0 motion carried

Motion Smithers/2nd Kates to approve yearly contribution to Mills County Chamber in the amount of \$3,500; Ayes- 5 Nays-0 motion carried

Council discussed request regarding non-swimmers entry fee waived; no change to policy, fee must be paid to enter the Aquatic Center

Kates reported for Public Works

Council will consider bid for repair work to nodes, once the quote from Mills County's contractor is received, possibly partnering w/County to have all the sidewalk repairs around the Courthouse property done simultaneously. Property owners are responsible for the sidewalks in front of their buildings, including the decorative brickwork, the City is responsible for the nodes around the square

Discussed Fairview Creek timeline, Jake Zimmerer is working on bid proposal, will bring to Council for approval, possible bid opening in September, Council would review bids and evaluate plans to move forward

Jackson reported for Public Admin

Council will review food truck parking around square and finalize map at future meeting

Discussed current payroll process and agreed to move forward with changes to allow staff to have a week to process payroll instead of 5-6 hours currently, Council requested Admin Farnan to research software options for timecards

Department Reports

Director Clark reported that Public Works will be repainting the parking stalls on the square on 8.18.23 at 2:30 am, there will be no parking on the square during this time, rain date is 8.25.23

Police Chief Johansen & Lt. Worcester reported suspending FLOCK camera system trial due to lack of responsiveness from company, hardware had to be replaced twice & it is not a good fit for our needs. Johansen is following up w/FLOCK for removal of system; Reminder of street closures for Cultivate Community event on 8.9.23; 249 calls for service since last meeting

Library Director Painter reported bookshelves have been received and installed

Admin Farnan reported for the Cemetery - Removed tree from property that had a large limb break 2 weeks ago

Fire Chief Gray reported working on 28E & tier agreements, 45 calls since last meeting - 835 for the year, upcoming confined space training

Admin Farnan reported on elections in November: Wards 1 & 2, 1 at large Council Member & Mayor terms all expire this year. Forms for getting on the ballot are available at City Hall, Library & online at www.cityofglenwood.org, forms must be fully completed and turned into City Hall between 8.28.2023 & 9.21.2023 at 5:00 pm.

Motion Kates/2nd Smithers to approve the Downtown Revitalization contract with Curtis Architecture, pending changes city attorney Woods recommended; Ayes- 5 Nays-0 motion carried

Mayor Pro Tem McComb gave a brief update on Mayor Kohn.

Motion Kates/2nd Jackson to adjourn meeting at 7:40pm; Ayes- 5 Nays-0 meeting adjourned

Attest:

Mayor Ron Kohn

Jessica Alley, City Clerk

RESOLUTION NO. 3644

RESOLUTION ACCEPTING DEDICATION OF MAPLEWOOD CIRCLE

WHEREAS, the final plat for Glenbrook Addition Division 5 located in the City of Glenwood, Iowa, is dated March 2, 2021; and

WHEREAS, said subdivision contains platted within said final plat a public street known as "Maplewood Circle" as being dedicated to the City of Glenwood, Iowa; and

WHEREAS, the City of Glenwood feels that it is in the best interest of the citizens of the City of Glenwood that it accept the dedication of Maplewood Circle as shown in the aforesaid final plat.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD, IOWA, AS FOLLOWS:

1. The final plat of Glenbrook Addition Division 5 dated March 2, 2021, is hereby accepted by the City including the public street known as "Maplewood Circle" and that said public street is hereby dedicated and accepted by the City Council as dedicated to the City of Glenwood, Iowa as a public street.

ADOPTED AND APPROVED this 22nd day of August, 2023.

Ron Kohn, Mayor

ATTEST:

Jessica Alley, City Clerk

RESOLUTION NO. 3645

RESOLUTION ACCEPTING DEDICATION OF OAK RIDGE PARK SUBDIVISION

WHEREAS, the final plat for Oak Ridge Park Subdivision located in the City of Glenwood, Iowa, is dated July 19, 2021; and

WHEREAS, said subdivision contains platted within said final plat two public streets known as "Oak Ridge Drive" and "Oak Ridge Lane" as being dedicated to the City of Glenwood, Iowa; and

WHEREAS, the City of Glenwood feels that it is in the best interest of the citizens of the City of Glenwood that it accept the dedication of Oak Ridge Drive and Oak Ridge Lane as shown in the aforesaid final plat.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD, IOWA, AS FOLLOWS:

1. The final plat of Oak Ridge Park Subdivision dated March 2, 2021, is hereby accepted by the City including two public streets known as "Oak Ridge Drive" and "Oak Ridge Lane" and that said public streets are hereby dedicated and accepted by the City Council as dedicated to the City of Glenwood, Iowa as public streets.

ADOPTED AND APPROVED this 22nd day of August, 2023.

Ron Kohn, Mayor

ATTEST:

Jessica Alley, City Clerk



STAFF REPORT

To: City Council, Mayor Kohn
From: Amber Farnan
Date: August 22, 2023
RE: FY24 Budget Amendment

I am requesting the Council approve Resolution 3642 adopting the budget amendment for FY24. Best practice is to amend a budget as soon as there is a deviation or we are aware of a deviation to the budget. Rule of thumb is to amend the budget before the money is spent.

I am proposing the following amendments:

1. Downtown Revitalization Project – no change in amount. However, I had budgeted for those funds to run through the general fund (001). I am proposing we run it through a capital improvement fund (312). This would keep the funds separate from the general fund and any grant monies or property owner contributions would stay in the 312 fund and be easier and cleaner to track.
2. Several of our police cars were damaged in the hailstorm, so we turned in a claim for repairs. ICAP sent us checks for the repairs in the amount of \$19,900, repairs will not exceed \$25,000. I am requesting amending the revenue side to reflect the \$19,900 that was received and the expense side to reflect the \$25,000 in repairs to the vehicles.
3. The bridges for the Trails project were not finished in FY23 as anticipated, they are scheduled for Oct/Nov of 2023 for placement, with payout during the current fiscal year. The budget needs to reflect \$415,000 in expenses for FY24.
4. Library repairs have been delayed due to material availability, we had budgeted for these repairs in FY23. We need to amend FY24 to reflect \$50,000 in expenses for the shelving, paint and other repairs due to water damage.
5. The concession stand at the rec complex was not completed in FY23 as anticipated. We will need to add \$125,000 to FY24 for the final payout.

Amber Farnan

City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
Glenwood, IA 51534
(712) 527-4717

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of GLENWOOD
Fiscal Year July 1, 2023 - June 30, 2024

The City of GLENWOOD will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 8/22/2023 07:00 PM

Contact: Amber Faman

Phone: (712) 527-4717

Meeting Location: City Hall
5 N. Vine Street
Glenwood, IA 51534

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,972,731	0	2,972,731
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,972,731	0	2,972,731
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	44,000	0	44,000
Other City Taxes	6	967,684	0	967,684
Licenses & Permits	7	60,700	0	60,700
Use of Money & Property	8	6,500	0	6,500
Intergovernmental	9	16,386,149	0	16,386,149
Charges for Service	10	499,500	0	499,500
Special Assessments	11	8,246	0	8,246
Miscellaneous	12	1,235,700	19,900	1,255,600
Other Financing Sources	13	500	0	500
Transfers In	14	559,943	0	559,943
Total Revenues & Other Sources	15	22,741,653	19,900	22,761,553
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,618,458	25,000	2,643,458
Public Works	17	2,191,250	0	2,191,250
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,335,548	590,000	1,925,548
Community and Economic Development	20	514,500	-458,000	56,500
General Government	21	700,000	0	700,000
Debt Service	22	650,046	0	650,046
Capital Projects	23	15,000,000	458,000	15,458,000
Total Government Activities Expenditures	24	23,009,802	615,000	23,624,802
Business Type/Enterprise	25	0	0	0
Total Gov Activities & Business Expenditures	26	23,009,802	615,000	23,624,802
Transfers Out	27	559,943	0	559,943
Total Expenditures/Transfers Out	28	23,569,745	615,000	24,184,745
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-828,092	-695,100	-1,423,192
Beginning Fund Balance July 1, 2023	30	5,891,468	0	5,891,468
Ending Fund Balance June 30, 2024	31	5,063,376	-695,100	4,468,276

Explanation of Changes: Amending budget to reflect changing the Downtown Revitalization Project from the General Fund to Capital Improvement, amounts are the same (\$458,000). Added \$19,900 to misc revenue, due to hail damage insurance claims for PD vehicles and added \$25,000 in Public Safety expenditures due to hail damage repairs to PD vehicles, the City will have to pay insurance deductibles for these repairs. Mills County Trails bridges were not placed in FY23 as expected and budgeted for, bridge placement is set for fall of 2023 amending budget to reflect \$415,000. Repairs to Library from water damage was budgeted for FY23, but supply issues caused a delay in those repairs, amending to reflect \$50,000 for those repairs. The concession stand at the rec complex were not finished in FY23, amending the budget to reflect the final payment for the concession stand \$125,000.

SET DATE FOR ELECTION ON
HOTEL/MOTEL TAX

424804-33

Glenwood, Iowa

August 22, 2023

The City Council of the City of Glenwood, Iowa, met on August 22, 2023, at _____
o'clock ____m., at the _____, Glenwood, Iowa. The Mayor presided
and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

The City Council took up and considered the matter of calling a special election imposing
a hotel and motel tax.

Council Member _____ introduced the resolution next hereinafter set
out and moved its adoption, seconded by Council Member _____; and after due
consideration thereof by the Council, the Mayor put the question upon the adoption of said
resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the resolution adopted in
substantially the following form:

RESOLUTION NO. 3641

Resolution calling an election on the proposition of imposing a hotel and motel tax

WHEREAS, Chapter 423A of the Code of Iowa authorizes cities to impose a hotel and motel tax, subject to an election at which a majority of those voting favor such tax; and

WHEREAS, the City Council of the City of Glenwood, Iowa (the "City"), wishes to set a date for an election on the imposition of a hotel and motel tax within the City;

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

Section 1. A special municipal election is hereby called and ordered to be held in and for the City on November 7, 2023, at which there will be submitted to the voters of the City the following proposition:

"Shall the City of Glenwood, in Mills County, Iowa, be authorized to impose a hotel and motel tax, pursuant to Chapter 423A of the Code of Iowa, at the rate of 7%, beginning January 1, 2024?"

Section 2. The County Commissioner of Elections is hereby authorized and requested to issue a proclamation and notice of the election on the proposition and of the time and place thereof and to take all other actions necessary pursuant to state law to conduct the election.

Section 3. All of the foregoing matters are adopted and resolved by this Council, and the City Clerk is hereby directed to give written notice thereof by submitting a copy of this resolution by no later than August 31, 2023 to the Mills County Commissioner of Elections, who has the duty to conduct this election, for approval, ratification and confirmation to the extent required by Iowa law, and such County Commissioner of Elections shall signify such approval, ratification and confirmation and shall order the election to be conducted in the manner set forth herein by signing the order attached to this resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 22, 2023.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MILLS
CITY OF GLENWOOD

SS:

I, the undersigned, City Clerk of the City of Glenwood, Iowa, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its officials and that I have carefully compared the transcript hereto attached with the corporate records and that the transcript hereto attached is a true, correct and complete copy of all of the corporate records in relation to the calling of an election on the proposition of imposing a hotel and motel tax as referred to therein, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation to said bonds.

I do further certify that on the _____ day of _____, 2023, I caused written notice of the proposed date of election to be mailed or delivered to the Mills County Commissioner of Elections and did thereafter receive written approval from the Commissioner of such date.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

ORDER REGARDING CONDUCT OF ELECTION

I, the undersigned, County Auditor of Mills County, Iowa, do hereby approve, ratify and confirm all action taken by the City Council of the City of Glenwood, Iowa, incorporated in the attached and foregoing resolution, adopted on August 22, 2023, by such City Council, and as Commissioner of this election, do hereby order that the election referred to in such resolution shall be administered and conducted in the manner provided in such resolution and as required by state law.

WITNESS MY HAND this _____ day of _____, 2023.

County Auditor

STATE OF IOWA
COUNTY OF MILLS
CITY OF GLENWOOD

SS:

I, the undersigned, City Clerk of the City of Glenwood, Iowa, do certify that the Notice of Election, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

(Attach here publisher's original affidavit with clipping of the notice of election as published.)

423A.7 Local transient guest tax fund.

1. A local transient guest tax fund is created in the department which shall consist of all moneys credited to such fund under [section 423A.6](#).

2. All moneys in the local transient guest tax fund shall be remitted at least quarterly by the department, pursuant to rules of the director of revenue, to each city in the amount collected from businesses in that city, to each county in the amount collected from businesses in the unincorporated areas of the county, and to each land use district in the amount collected from businesses in that land use district.

3. Moneys received by the city from this fund shall be credited to the general fund of the city, subject to the provisions of [subsection 4](#).

4. The revenue derived by a city or county from any local hotel and motel tax authorized by [section 423A.4](#) shall be used by a city or county as follows:

a. Each county or city which levies the tax shall spend at least fifty percent of the revenues derived therefrom for the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities including but not limited to memorial buildings, halls and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the county or city for those recreation, convention, cultural, or entertainment facilities; or for the promotion and encouragement of tourist and convention business in the city or county and surrounding areas.

b. The remaining revenues may be spent by the city or county which levies the tax for any city or county operations authorized by law as a proper purpose for the expenditure within statutory limitations of city or county revenues derived from ad valorem taxes.

c. Any city or county which levies and collects the local hotel and motel tax authorized by [section 423A.4](#) may pledge irrevocably an amount of the revenues derived therefrom for each of the years the bonds remain outstanding to the payment of bonds which the city or county may issue for one or more of the purposes set forth in paragraph "a". Any revenue pledged to the payment of such bonds may be credited to the spending requirement of paragraph "a".

d. (1) The provisions of [chapter 384, subchapter III](#), relating to the issuance of corporate purpose bonds, apply to the issuance by a city of bonds payable as provided in [this section](#) and the provisions of [chapter 331, subchapter IV, part 3](#), relating to the issuance of county purpose bonds, apply to the issuance by a county of bonds payable as provided in [this section](#). The provisions of [chapter 76](#) apply to the bonds payable as provided in [this section](#) except that the mandatory levy to be assessed pursuant to [section 76.2](#) shall be at a rate to generate an amount which together with the receipts from the pledged portion of the local hotel and motel tax is sufficient to pay the interest and principal on the bonds. All amounts collected as a result of the levy assessed pursuant to [section 76.2](#) and paid out in the first instance for bond principal and interest shall be repaid to the city or county which levied the tax from the first available local hotel and motel tax collections received in excess of the requirement for the payment of the principal and interest of the bonds and when repaid shall be applied in reduction of property taxes.

(2) The amount of bonds which may be issued under [section 76.3](#) shall be the amount which could be retired from the actual collections of the local hotel and motel tax for the last four calendar quarters, as certified by the director of revenue. The amount of tax revenues pledged jointly by other cities or counties may be considered for the purpose of determining the amount of bonds which may be issued. If the local hotel and motel tax has been in effect for less than four calendar quarters, the tax collected within the shorter period may be adjusted to project the collections for the full year for the purpose of determining the amount of the bonds which may be issued.

e. A city or county, jointly with one or more other cities or counties as provided in [chapter 28E](#), may pledge irrevocably any amount derived from the revenues of the local hotel and motel tax to the support or payment of bonds issued for a project within the purposes set forth in paragraph "a" and located within one or more of the participatory cities or counties

or may apply the proceeds of its bonds to the support of any such project. Revenue so pledged or applied shall be credited to the spending requirement of paragraph “a”.

f. (1) A city or county acting on behalf of an unincorporated area may, in lieu of calling an election, institute proceedings for the issuance of bonds under [this section](#) by causing a notice of the proposal to issue the bonds, including a statement of the amount and purpose of the bonds, together with the maximum rate of interest which the bonds are to bear, and the right to petition for an election, to be published at least once in a newspaper of general circulation within the city or unincorporated area at least ten days prior to the meeting at which it is proposed to take action for the issuance of the bonds.

(2) If at any time before the date fixed for taking action for the issuance of the bonds a petition signed by eligible electors residing in the city or the unincorporated area equal in number to at least three percent of the registered voters of the city or unincorporated area is filed, asking that the question of issuing the bonds be submitted to the registered voters of the city or unincorporated area, the council or board of supervisors acting on behalf of an unincorporated area shall either by resolution declare the proposal to issue the bonds to have been abandoned or shall direct the county commissioner of elections to call a special election upon the question of issuing the bonds.

(3) The proposition of issuing bonds under [this section](#) is not approved unless the vote in favor of the proposition is equal to a majority of the vote cast.

(4) If no petition is filed, or if a petition is filed and the proposition of issuing the bonds is approved at an election, the council or board of supervisors acting on behalf of an unincorporated area may proceed with the authorization and issuance of the bonds.

(5) Bonds may be issued for the purpose of refunding outstanding and previously issued bonds under [this section](#) without otherwise complying with this paragraph.

5. The revenue derived by a land use district from any local hotel and motel tax authorized by [section 423A.4](#) shall be expended exclusively for the purposes set forth in [section 303.52, subsection 4, paragraph “b”](#).

2005 Acts, ch 140, §25; 2011 Acts, ch 25, §143; 2017 Acts, ch 158, §4 – 6; 2018 Acts, ch 1041, §127

Referred to in [§331.427](#), [423A.4](#), [423A.6](#)



STAFF REPORT

To: City Council, Mayor Kohn
From: Amber Farnan
Date: August 18, 2023
RE: Lodging Tax

Dorsey & Whitney has sent us the needed resolution to add a lodging tax to the November ballot. If Council chooses to adopt this resolution, we can work with the Mills County Chamber & Mills County Economic Development to educate the public. This tax will be added to all lodging within Glenwood City limits, including AIRBNB's.

We do not need to adopt a purpose statement for tax collected, however we do have to follow the guidelines set forth in Iowa Code 423A.7(4):

The revenue derived by a city or county from any local hotel and motel tax authorized by section 423A.4 shall be used by a city or county as follows:

- a. Each county or city which levies the tax shall spend at least fifty percent of the revenues derived therefrom for the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities including but not limited to memorial buildings, halls and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the county or city for those recreation, convention, cultural, or entertainment facilities; or for the promotion and encouragement of tourist and convention business in the city or county and surrounding areas.
- b. The remaining revenues may be spent by the city or county which levies the tax for any city or county operations authorized by law as a proper purpose for the expenditure within statutory limitations of city or county revenues derived from ad valorem taxes.
- c. Any city or county which levies and collects the local hotel and motel tax authorized by section 423A.4 may pledge irrevocably an amount of the revenues derived therefrom for each of the years the bonds remain outstanding to the payment of bonds which the city or county may issue for one or more of the purposes set forth in paragraph "a". Any revenue pledged to the payment of such bonds may be credited to the spending requirement of paragraph "a".

Amber Farnan
City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
Glenwood, IA 51534
(712) 527-4717

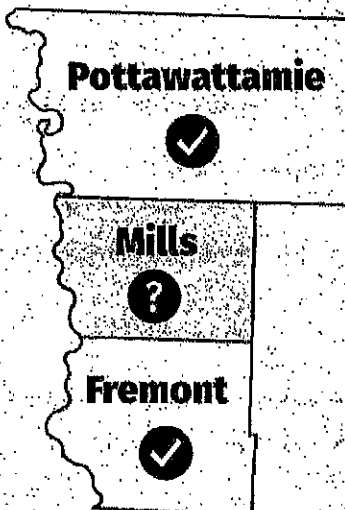
d. (1) The provisions of chapter 384, subchapter III, relating to the issuance of corporate purpose bonds, apply to the issuance by a city of bonds payable as provided in this section and the provisions of chapter 331, subchapter IV, part 3, relating to the issuance of county purpose bonds, apply to the issuance by a county of bonds payable as provided in this section. The provisions of chapter 76 apply to the bonds payable as provided in this section except that the mandatory levy to be assessed pursuant to section 76.2 shall be at a rate to generate an amount which together with the receipts from the pledged portion of the local hotel and motel tax is sufficient to pay the interest and principal on the bonds. All amounts collected as a result of the levy assessed pursuant to section 76.2 and paid out in the first instance for bond principal and interest shall be repaid to the city or county which levied the tax from the first available local hotel and motel tax collections received in excess of the requirement for the payment of the principal and interest of the bonds and when repaid shall be applied in reduction of property taxes.


Amber Farnan

City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
Glenwood, IA 51534
(712) 527-4717

Attention rural Mills County
residents living outside city limits:
**Vote  on March 7 for the
new Mills County lodging tax!**



Fremont County
brought in **\$135,000**
from the Lodging Tax
in one year. Bring a
similar opportunity to
Mills County by voting
 on March 7.

Source: [https://tax.iowa.gov/
reports?term_node_tld_depth=94](https://tax.iowa.gov/reports?term_node_tld_depth=94)

This new lodging tax will help attract new hotels to Mills County, create new jobs, and add 7% to each hotel stay. These new funds can be used to fund tourism activities like events, attractions, and more.

This will not impact your property taxes.

"A hotel/motel tax will not only help us attract a new hotel to the county, but it will also support further growth and development of tourist activities across Mills County without putting a burden on local residents."

— **Andrew Rainbolt,**
Executive Director of Mills County
Economic Development Foundation

For more information visit:

① tinyurl.com/MCspecialelection

② tinyurl.com/FBspecialelection



MILLS COUNTY
CHAMBER OF COMMERCE

**Vote  for the new Mills
County lodging tax on March 7**


**✓ More funds to attract hotels,
create jobs, and develop tourism**

***Eligible for rural residents of Mills County only - those outside city limits.**

**If you vote  for the new
Mills County lodging tax on
March 7, you're voting for:**

**☒ More hotels ☒ More jobs ☒ More money
to fund tourism projects within Mills County.**

***Eligible for rural residents of Mills County only - those outside city limits.**

\$135,000 How much Fremont County
brought in from the Lodging Tax in one
year. Bring a similar opportunity to
Mills County by voting  on March 7.

Source: https://tax.iowa.gov/reports?term_node_tid_depth=94

*Eligible for rural residents of Mills County only - those outside city limits.

**Mark your calendars for
March 7. Vote *Yes* for the
new Mills County lodging tax.**

***Eligible for rural residents of Mills County only - those outside city limits.**

One week left! On March 7,

Vote

Yes

for the new

Mills County lodging tax.

*Eligible for rural residents of Mills County only - those outside city limits.

“A hotel/motel tax will not only help us attract a new hotel to the county, but it will also support further growth and development of tourist activities across Mills County without putting a burden on local residents.”

**— Andrew Rainbolt, Executive Director of
Mills County Economic Development Foundation**

***Eligible for rural residents of Mills County only - those outside city limits.**

Today is the day!
Vote *yes* for the new
Mills County lodging tax.

*Eligible for rural residents of Mills County only - those outside city limits.

**Thank you to everyone
who voted for the new
Mills County lodging tax.**
<<Insert the results of the vote>>
**Be on the look out for more information regarding
a similar vote for Glenwood residents.**

ORDINANCE NO. 930

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GLENWOOD, IOWA BY ADDING PROVISIONS PERTAINING TO VEHICLE STOP REQUIREMENTS WITHIN THE CITY OF GLENWOOD, IOWA.

BE It enacted by the City of Glenwood, Iowa:

SUBSECTION ADDED: Chapter 65, Section 02, Subsections 132, 133, and 134 of the Glenwood City Code of Ordinances is hereby added as follows:

65.02 **SPECIAL STOPS REQUIRED.** Every driver of a vehicle shall stop in accordance with the following:

* * *

(132) 4th Street. Vehicles traveling east and west on 4th Street shall stop at Elm Street.

(133) 5th Street. Vehicles traveling west on 5th Street shall stop at Elm Street.

(134) Nuckolls Street. Vehicles traveling west on Nuckolls Street shall stop at Grove Street.

PASSED by the Glenwood City Council this ____ day of _____, 2023, and approved the ____ day of _____, 2023.

Ron Kohn, Mayor

ATTEST:

Jessica Alley, City Clerk

I certify that the foregoing was published as Ordinance No. ____ on the ____ day of _____, 2023.

Jessica Alley, City Clerk





JOINT PARTICIPATION AGREEMENT

This AGREEMENT is made this _____ day of _____, 2023 by and between the Southwest Iowa Planning Council (hereinafter SWIPCO) with its office in Atlantic, Iowa and the City of Glenwood (hereinafter City).

WHEREAS, SWIPCO has been approved by City, a participant in Transit Region 13, to establish a regional transit system according to Iowa Administrative Code 761, Chapter 910, Public Transit Division; and

WHEREAS, SWIPCO and the City have determined that a taxi service is an integral portion of an effective public transportation system within Transit Region 13; and

WHEREAS, the City has properly exercised its authority pursuant to the constitution and the statutes of State of Iowa in resolving that it shall participate in and contribute funding to a taxi service as part of a regional system.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree and contract as follows:

1. The purpose of this Agreement is to provide for the operation of a transit system and taxi service for the elderly, general public, and disabled within the City, by means of a taxi service.
2. This Agreement is subject to the conditions expressed in the annual agreement between SWIPCO and the Iowa Department of Transportation for the operation of a Regional Transit Authority with SWIPCO as Transit Director.
3. For the purposes of this Agreement, the following definitions shall apply:
 - a. ELDERLY: All persons age 65 and older.
 - b. TRANSPORTATION DISABLED: Any individual who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapability or disability, is unable, without special facilities or special planning or design, to utilize mass transportation facilities and services as effectively as persons who are not so affected.
 - c. TAXI SERVICE: Also known as taxi and cab. A form of transportation service by which any member of the general public may hire a vehicle and driver to convey them by road from one point to another as specified by the passengers.
4. City hereby delegates its authority to SWIPCO to operate the taxicab service herein and as described in Iowa Administrative Code 761, Chapter 910, "Public Transit Division."
5. City hereby agrees to contribute a maximum of **\$5,000.00** to the operation of the taxi service program described herein during Fiscal Year 2024.
6. SWIPCO shall, as Transit Director, pursuant to terms of this Agreement and the delegation of authority from the City, be responsible for the overall administration of this taxi service. Said administration shall include, but not be limited to:
 - a. Operation of any vehicle under this program, including collection of the established fee per Rider for use of the vehicle.

- b. Supervision of persons employed to operate any vehicle under this program.
 - c. Maintenance and insurance of any vehicle operated under this program.
 - d. Maintenance of the books and records regarding local operation of this rural transit system.
 - e. Establishment of the general operational budget on an annual basis.
7. All parties to this Agreement shall fulfill their responsibilities and said service shall be administered in conformance with the goals and objectives of the regional and state transit plans. All parties shall cooperate in and operate services as described in Iowa Administrative Code, Chapter 820, Section 09, "Public Transit Division."
 8. SWIPCO shall have the power as Transit Director to withhold all funds from any other party to this Agreement when it is determined by SWIPCO or the Iowa Department of Transportation that said other party is in substantial noncompliance with the conditions of this Agreement. Or, at the election of SWIPCO, SWIPCO may terminate said Agreement upon thirty (30) days written notice to the party in substantial noncompliance.
 9. This Agreement shall only be modified or amended by written agreement of all parties hereto; and this Agreement may be extended from year to year by the written agreement of the parties hereto, subject to review by the Iowa Department of Transportation.
 10. Any other provision of the Agreement notwithstanding, this Agreement may be terminated upon thirty (30) days written notice of termination by the terminating party upon all other parties to the Agreement and all unused funds returned to participating parties upon termination.
 11. It shall be a material and substantial condition of this Agreement that this Agreement shall be effective only as long as project funding is available from the Iowa Department of Transportation or such other funding sources as may be agreed upon between the parties of this Agreement as an amendment to this Agreement.
 12. No member, officer, or employee of SWIPCO or of the City during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or proceeds thereof.
 13. No party to this Agreement shall discriminate against any qualifying rider on the grounds of race, religion, sex, age, color, handicap, or national origin; and the parties to this Agreement shall, as applicable, be subject to the six (6) nondiscrimination clauses attached hereto as "Attachment A," by this reference incorporated herein and, as applicable, be observed.
 14. This Agreement expresses the entire agreement between the parties hereto. No representatives, promises, or warranties have been made by any of the parties that are not fully expressed herein concerning this project.
 15. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would otherwise conform to the terms and requirements of applicable law and the intentions of the parties.
 16. All words used herein the singular form shall, as the context requires to achieve the intentions of this Agreement, extend to and include the plural. All words used herein the plural form shall, as the context requires to achieve the intentions of the Agreement, extend to and include the singular. All words used in any gender shall, as the context requires, extend to and include all genders.

17. SWIPCO shall indemnify and hold harmless the City, any political subdivisions of the State of Iowa, and other such formally identified parties as may be participating in the taxi service identified in this Agreement from harm or injury of any taxi service recipient using said taxi service under the auspices of this Agreement.

SWIPCO shall be responsible for the reasonable and necessary costs of legal representation for the City, any political subdivisions of the State of Iowa, or any other party participating in this taxi service against whom a legal action is filed or maintained, when it is determined that SWIPCO is responsible to indemnify and hold said defendant harmless under the conditions of this Agreement.

This Agreement shall be effective from July 1, 2023, through and including June 30, 2024.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this _____ day of _____, 2023.

Southwest Iowa Planning Council

City of Glenwood

Title: Executive Director

Title: Mayor

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16 day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Glenwood
5 N Vine St.
Glenwood, Iowa 51534
Contact – Amber Farnan

and the Architect:
(Name, legal status, address and other information)

Curtis Architecture & Design PC
3408 Woodland Ave. Suite 302
West Des Moines, Iowa 50266
Contact – Rodney Curtis, AIA

for the following Project:
(Name, location and detailed description)

Glenwood Facades

This phase I Glenwood façade improvement project (CDBG) is located in downtown Glenwood, Iowa. Professional services include design, construction drawings, specifications, bidding, and project observation for 8 addresses / buildings (8 facades). Curtis Architecture will attend (as needed) meetings with building owners, IEDA, Iowa State Historical Office, SWIPCO, and the City of Glenwood. Prior designs and cost estimates used for the pre award / application phase will be used for continuing the scope of work under this contract.

Addresses under this scope of work – 4 N Walnut St., 6 N Walnut St., 11 N Vine St., 14 N Walnut St., 409 E Sharp St., 411 E Sharp St., 424 1st St., 426 1st St.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Full Architectural services for multiple building façade improvements based on CDBG award requirements

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

General - The project includes several buildings dispersed on the main downtown square of Glenwood

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Cost Projection = \$859,311.75

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

Late Spring 2024

.3 Substantial Completion date or dates:

Late Spring/Early Summer 2025

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Amber Farnan
5 N Vine St.
Glenwood, Iowa 51534
712-527-4717
amber.farnan@cityofglenwood.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rodney L. Curtis, AIA
3408 Woodland Ave. Suite 302
West Des Moines, Iowa 50265
641 660-9625
rod.curtis@curtisarchitecture.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Overall building Structural Engineering will be contracted directly with the City of Glenwood if additional facade specific engineering is required during construction. Retaining engineering services will be an additional fee, as needed.

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

Mortar Testing – Architectural Conservator David Arbogast; Davenport, Iowa

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000.00) for each occurrence and Four Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

Init.

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00) each accident, One Hundred Thousand (\$ 100,000.00) each employee, and Five Hundred Thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

Init.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's

Init.

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect in base fee
§ 4.1.1.3 Measured drawings	Architect in base fee
§ 4.1.1.4 Existing facilities surveys	Architect per CDBG
§ 4.1.1.5 Site evaluation and planning	Architect in base fee
§ 4.1.1.6 Building Information Model management responsibilities	3D Modeling via Sketch-Up
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect in base fee
§ 4.1.1.13 On-site project representation	Architect in base fee
§ 4.1.1.14 Conformed documents for construction	Architect bid set
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Architect per CDBG
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Mortar Testing by Architect
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.2 – Multiple Preliminary Designs have already been completed during the application phase. Minor Changes will be accepted.

4.1.1.3 Existing building measurements will be provided.

4.1.1.4 Surveys required by CDBG will be provided.

4.1.1.5 Site Evaluation based on Façade improvement requirements will be conducted.

4.1.1.6 3D building renderings for design intent only will be provided. This is not a fully usable BIM model for construction or subcontracting information.

4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.

4.1.1.15 Final set(s) of bid documents will be provided to all owners.

4.1.1.27 Historic preservation per CDBG award requirements. This is not a full SHPO office approval process.

4.1.1.29 Curtis Architecture will provide mortar sample collection and testing for additional fee set in section 11.4

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fifteen (15) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Three (23) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

Init.

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Amount due based on scope of work completed

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

103,117.41 Not to exceed, plus \$1,000.00 per mortar test (\$7,000) = \$110,117.41

- .2 Percentage Basis
(Insert percentage value)

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

None

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

None

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

\$1,000 per mortar sample taken and tested (\$6,000.00). City mechanical lift assistance will provide better mortar testing.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Five	percent (	5	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty Five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Standard Hourly Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 Monthly %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract 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.

2. 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.

- Federal Executive Order 11063, as amended by Executive Order 12259

Equal Opportunity Housing

- Iowa Civil Rights Act of 1965.

This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

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

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

IOWA 2022 CDBG MANAGEMENT GUIDE – APPENDIX 2 PAGE: 60

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

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of

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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 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."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

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

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

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

IOWA 2022 CDBG MANAGEMENT GUIDE – APPENDIX 2 PAGE: 61

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

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

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

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"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.

IOWA 2022 CDBG MANAGEMENT GUIDE – APPENDIX 2 PAGE: 62 ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and

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all regulations and guidelines issued thereunder.

(3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000 Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

HUD-4010 U.S. Department of Housing and Urban Development Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less

often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions

as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and

made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor

and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for

each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set

forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321))

shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives,

or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

HUD-4010 (06/2022)

Previous editions are obsolete. Page 2 of 5 ref. Handbook 1344.1

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C)

of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe

benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the

wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits

under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor,

that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor

to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the

Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be

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maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

HUD-4010 (06/2022)

Previous editions are obsolete. Page 3 of 5 ref. Handbook 1344.1

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347

shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal

prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection,

copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and

shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written

notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of

any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed

when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with

the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer

and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or

her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer

and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the

ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less

than the applicable wage rate on the wage determination for the classification of work actually performed. In addition,

any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the

ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of

progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

HUD-4010 (06/2022)

Previous editions are obsolete. Page 4 of 5 ref. Handbook 1344.1

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with

that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will

no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed

until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate

for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training

Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan

approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with

the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid

the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate

on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be

In conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section

3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

HUD-4010 (06/2022)

Previous editions are obsolete. Page 5 of 5 ref. Handbook 1344.1

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD

programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment

(e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor

standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the

contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any

proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under

this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this

paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require

or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek

in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in

excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S.**

Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in

subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28

U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written

Int.

request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other

Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours

and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to

satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the

clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1)

through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor

with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards

promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to

comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law

91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on

each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and

Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

Init.

- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

CDBG "Required Contract Language" document. See attached (6 pages)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Amber Farnan City Administrator
(Printed name and title)

ARCHITECT *(Signature)*

Rodney L. Curtis AIA
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:32:42 ET on 08/16/2023.

PAGE 1

AGREEMENT made as of the 16 day of August in the year 2023

...

City of Glenwood
5 N Vine St.
Glenwood, Iowa 51534
Contact – Amber Farnan

...

Curtis Architecture & Design PC
3408 Woodland Ave. Suite 302
West Des Moines, Iowa 50266
Contact – Rodney Curtis, AIA

...

Glenwood Facades
This phase I Glenwood façade improvement project (CDBG) is located in downtown Glenwood, Iowa. Professional services include design, construction drawings, specifications, bidding, and project observation for 8 addresses / buildings (8 facades). Curtis Architecture will attend (as needed) meetings with building owners, IEDA, Iowa State Historical Office, SWIPCO, and the City of Glenwood. Prior designs and cost estimates used for the pre award / application phase will be used for continuing the scope of work under this contract.
Addresses under this scope of work – 4 N Walnut St., 6 N Walnut St., 11 N Vine St., 14 N Walnut St., 409 E Sharp St., 411 E Sharp St., 424 1st St., 426 1st St.

PAGE 2

Full Architectural services for multiple building façade improvements based on CDBG award requirements

...

General - The project includes several buildings dispersed on the main downtown square of Glenwood

...

Cost Projection = \$859,311.75

PAGE 3

Late Spring 2024

...

Late Spring/Early Summer 2025

...

Competitive Bid

...

N/A

...

Amber Farnan
5 N Vine St.
Glenwood, Iowa 51534
712-527-4717
amber.farnan@cityofglenwood.org

...

N/A

PAGE 4

N/A

...

Rodney L. Curtis, AIA
3408 Woodland Ave. Suite 302
West Des Moines, Iowa 50265
641 660-9625
rod.curtis@curtisarchitecture.com

...

Overall building Structural Engineering will be contracted directly with the City of Glenwood if additional facade specific engineering is required during construction. Retaining engineering services will be an additional fee, as needed.

...

N/A

...

N/A

...

Mortar Testing – Architectural Conservator David Arbogast; Davenport, Iowa
PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000.00) for each occurrence and Four Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00) each accident, One Hundred Thousand (\$ 100,000.00) each employee, and Five Hundred Thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

PAGE 11

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect in base fee</u>
§ 4.1.1.3	Measured drawings	<u>Architect in base fee</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect per CDBG</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect in base fee</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>3D Modeling via Sketch-Up</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect in base fee</u>
§ 4.1.1.13	On-site project representation	<u>Architect in base fee</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect bid set</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Architect per CDBG</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Mortar Testing by Architect</u>

PAGE 12

4.1.1.2 – Multiple Preliminary Designs have already been completed during the application phase. Minor Changes will be accepted.

4.1.1.3 Existing building measurements will be provided.

4.1.1.4 Surveys required by CDBG will be provided.

4.1.1.5 Site Evaluation based on Façade improvement requirements will be conducted.

4.1.1.6 3D building renderings for design intent only will be provided. This is not a fully usable BIM model for construction or subcontracting information.

4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.

4.1.1.15 Final set(s) of bid documents will be provided to all owners.

4.1.1.27 Historic preservation per CDBG award requirements. This is not a full SHPO office approval process.

4.1.1.29 Curtis Architecture will provide mortar sample collection and testing for additional fee set in section 11.4

PAGE 13

None

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fifteen (15) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Three (23) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

☒ Litigation in a court of competent jurisdiction

PAGE 19

Amount due based on scope of work completed

...

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

PAGE 20

103,117.41 Not to exceed, plus \$1,000.00 per mortar test (\$7,000) = \$110,117.41

...

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

PAGE 21

None

...

None

...

\$1,000 per mortar sample taken and tested (\$6,000.00). City mechanical lift assistance will provide better mortar testing.

...

Schematic Design Phase	<u>Five</u>	percent (	<u>5</u>	%)
Design Development Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>Forty Five</u>	percent (	<u>45</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

...

Standard Hourly Rates

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 Monthly %

PAGE 23

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract 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.

2. 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.

• Federal Executive Order 11063, as amended by Executive Order 12259

Equal Opportunity Housing

- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

IOWA 2022 CDBG MANAGEMENT GUIDE – APPENDIX 2 PAGE: 60

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of 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 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-L.L.L., "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."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

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

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

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

IOWA 2022 CDBG MANAGEMENT GUIDE – APPENDIX 2 PAGE: 61

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

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

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

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"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.

IOWA 2022 CDBG MANAGEMENT GUIDE – APPENDIX 2 PAGE: 62
ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

HUD-4010 U.S. Department of Housing and Urban Development
Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt

and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives,

or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

HUD-4010 (06/2022)

Previous editions are obsolete. Page 2 of 5 ref. Handbook 1344.1

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C)

of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe

benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the

wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits

under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor,

that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor

to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the

Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the

U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal

contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage

requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be

considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay

any laborer

or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the

wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of

funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such

amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are

due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. HUD-4010 (06/2022)

Previous editions are obsolete. Page 3 of 5 ref. Handbook 1344.1

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347

shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal

prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection,

copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and

shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written

notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of

any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed

when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with

the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer

and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or

her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training,

Employer

and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment

as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the

ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less

than the applicable wage rate on the wage determination for the classification of work actually performed. In addition,

any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the

ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. HUD-4010 (06/2022)

Previous editions are obsolete. Page 4 of 5 ref. Handbook 1344.1

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29

CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which

are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an

interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
HUD-4010 (06/2022)

Previous editions are obsolete. Page 5 of 5 ref. Handbook 1344.1

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment
(e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum set by the U.S.

Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in

subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28

U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written

request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any

moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other

Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours

and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to

satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the

clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1)

through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor

with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary.

hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards

promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to

comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law

91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on

each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and

Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PAGE 33

N/A

...

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

PAGE 34

CDBG "Required Contract Language" document. See attached (6 pages)

...

Amber Farnan City Administrator

Rodney L. Curtis AIA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:32:42 ET on 08/16/2023 under Order No. 2114461744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Glenwood Police Department

To Serve and Protect

Phone: 712-527-9920

Fax: 712-527-5236

Press Release

08/22/2023

For immediate release;

On the 18th day of August, 2023 the Glenwood Police Department received a complaint of vandalism at an address on Louise Ave and at Glenwood Lake Park, further investigation found vandalism had occurred to several street signs and to school property at the Northeast Elementary. Officers were able to obtain video footage and identify the suspect as a Juvenile they knew. On the 21st day of August 2023 an Officer was able to apprehend the juvenile without further incident and he was placed into Juvenile Detention, with charges of two counts of Criminal Mischief 2nd Degree, a 'D' Felony.

"A criminal charge is merely an accusation and the defendant is presumed innocent until and unless proven guilty."

GLENWOOD CEMETERY BOARD MEETING

The Glenwood Cemetery Board met in regular session on August 16, 2023 at 9:30 A.M., at the Cemetery Legion Building with the following present: Bev Blasi, Jerry Shaw, and Mike Collins. Dean Cain was absent.

Motion by Shaw, seconded by Blasi to approve the agenda as presented

Ayes - 2 Nays - 0

Motion by Blasi, seconded by Shaw, to approve the minutes of July 19, 2023

Ayes - 2 Nays - 0

Motion by Shaw, seconded by Blasi, to approve claims:

Ayes - 2 Nays - 0

Discussion:

- Did the test plots on 28th of July. Had good results with the 24/25/4 from Scotts.
- Told them about the maple and the safety guy Matt Grey classified it as a safety concern, which made it come down without any approval. The Cemetery Board understood.
- Talked a lot about next summer bringing in one more part-timer to help, so Mike can get other stone repairs done
- Met with Steve Konfrst on 8.15.2023 to discuss removal of three if the ash trees will be getting bids on removal

Motion by Blasi, seconded by Cain, to adjourn the meeting

Meeting adjourned at 10:49 a.m.

Ray Dean Cain, Chairman

Mike Collins, Cemetery Sexton

RESOLUTION NO. 3643

A RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES RENDERED BY THE GLENWOOD FIRE DEPARTMENT

WHEREAS, Section 35.17 of the Glenwood code of Ordinances provides that the Glenwood Fire Department shall provide billing statements or charges for services rendered by the Glenwood Fire Department and that such charges shall be established by resolution of the Glenwood City Council; and

WHEREAS, THE Glenwood City Council desires to adopt the following rates and charges in accord with Section 35.17 of the Glenwood Code of Ordinances:

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD, IOWA, AS FOLLOWS:

Fees, rates, and charges, for services rendered by the Glenwood Fire Department shall be set and established by the Glenwood Fire Department Fire Chief using the factors set forth in Section 35.17 of the City Code of Ordinances, but shall not exceed the following sums:

Vehicle Fires	Not to exceed \$ 1,000.00
Grass Fires/Rubbish Fires	Not to exceed \$ 500.00
Structure Fires	Not to exceed \$ 500.00
Rescue Calls and Extrication	Not to exceed \$ 1,000.00
Commercial Fires	Not to exceed \$ 5,000.00
Propane/Fuel Tank	Not to exceed \$ 25.00 each
Hazardous Material Response	Per Iowa Fire Service
Gas Line Response Fee	Up to \$ 2,000.00
Fire Reports	Up to \$ 20.00
Confined Space Rescue	Up to \$ 4,500.00
Burn Permits	\$ 35.00
Fire Extinguisher Classes	\$ 15.00 Per Person
Safety Classes	Up to \$ 600.00

False Alarm Fee

Fire Alarms Systems, which are monitored, may be assessed a fee for false alarms, which occur during any consecutive 12-month period as follows;

<u>Number of False Alarms</u>	<u>Fee for each False Alarm</u>
1st Alarm	No Charge
2-4 Alarms	\$ 75.00
5 and above	\$ 150.00

Adopted and Approved this 22nd day of August 2023.

Ron Kohn, Mayor

ATTEST:

City Clerk



STAFF REPORT

To: City Council, Mayor Kohn
From: Amber Farnan
Date: August 18, 2023
RE: Zoning Map

Our current zoning map is not digitized, is outdated and can be hard to decipher at times. Mayor Kohn worked with MAPA to create a digital and updated version of our map. This map was sent to P&Z for their approval on August 16, 2023, they recommend the City Council approve this updated zoning map.

One change to note is that Hickory Ridge does not have a zoning district assigned on the map, it is zoned R2, I will reach out to MAPA to have this updated before we get a digital copy.

It would a great asset to the City to have a current, updated digital copy of the zoning map on our website. We do get requests to send a digital copy, but we are unable to.

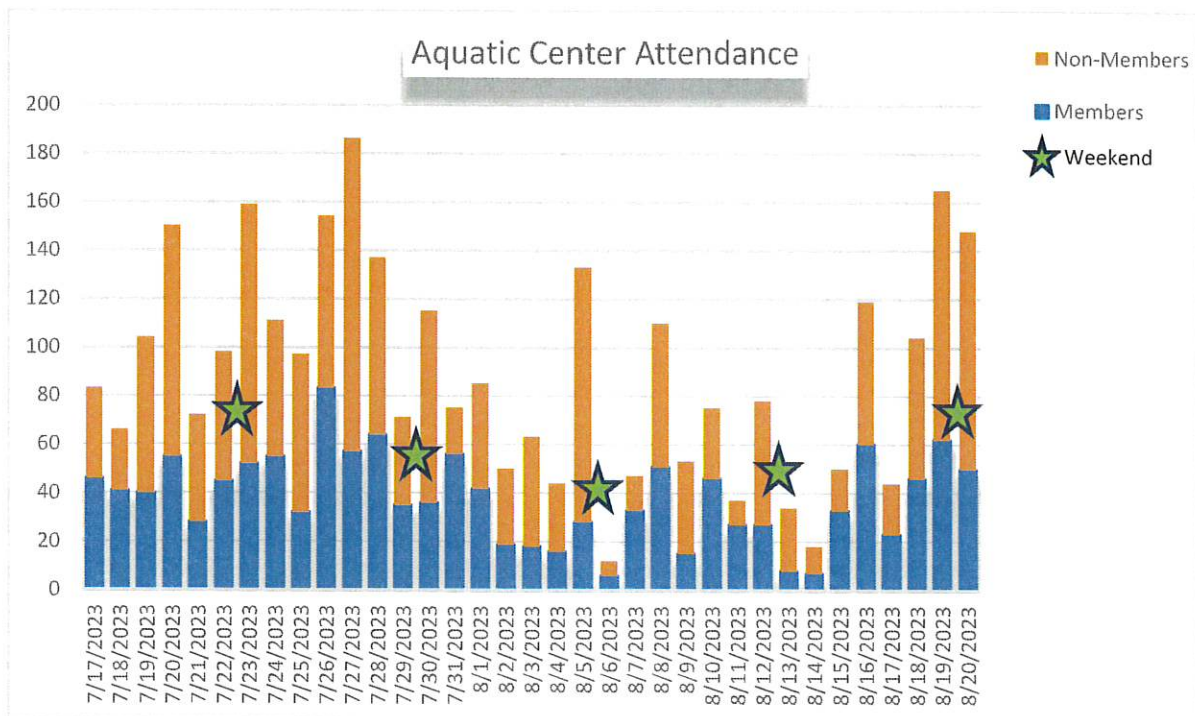
Amber Farnan
City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
Glenwood, IA 51534
(712) 527-4717



STAFF REPORT

To: City Council, Mayor Kohn
From: Amber Farnan
Date: August 22, 2023
RE: Aquatic Center Update



Above is a graph depicting the last month of attendance at the Glenwood Aquatic Center (GAC). In past years, the GAC has closed around the first weekend of August, following that trend, the GAC would have closed around August 6th this year.

GCSD plans to use the pool Friday, August 25 & Monday, August 28.

We have tentatively planned to be open Saturday & Sunday – August 26 & 27, and Saturday, Sunday & Monday – September 2-4. Hours would be 1-6 each day.

When we set the dates for the pool season, we stated that it would depend on staff availability, weather & attendance. Alexis has 6 staff members for Saturday & 8 for Sunday, the forecast is 85 for Saturday and 80 for Sunday, Lil' Rams practice begins Sunday.

Amber Farnan

City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
Glenwood, IA 51534
(712) 527-4717



STAFF REPORT

To: City Council, Mayor Kohn
From: Amber Farnan
Date: August 21, 2023
RE: Stop Lights

I met with Scott Suhr from DOT and Carlos Morales from MAPA a couple of weeks ago regarding our city limit boundaries. During the conversation we discussed the process of adding stoplights to a couple of intersections.

With school starting this week, I know there will be calls for additional stop lights near Sharp & Sivers and 4th & Locust Streets. Scott said if the City were interested in adding additional stop lights, the first thing we would need to do is apply for TEAP (Iowa Traffic Engineering Assistance Program) funds, which would help fund a traffic study to determine if an intersection qualifies for stop lights. DOT has to be involved in this process and the intersection has to qualify and meet DOT standards before a stop light can be installed.

<https://iowadot.gov/traffic/traffic-and-safety-programs/traffic-engineering-assistance-program-teap>

Amber Farnan

City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
Glenwood, IA 51534
(712) 527-4717

SIGNATURE AUTHORIZATION FOR ALTERNATE SIGNATORS

Upload a scanned copy of the completed document to the Electronic Documents form in IowaGrants. Retain the original, signed copy in your files.

RE: Contract Number: 19-DRH-001, 19-DRH-002, 19-DRH-003, 19-DRH-004, 19-DRH-005, 19-DRH-006, 19-DRH-007, 19-DRH-008, 19-DRH-016, and 19-DRH-018
Recipient: _____

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: _____.

Sincerely,

CEO Signature

Type or Print Name of CEO Signature

Signatory # 1

Type or Print Name of Signatory #1

Signatory # 2

Type or Print Name of Signatory #2

Signatory # 3

Type or Print Name of Signatory #3

Witness



STAFF REPORT

To: City Council, Mayor Kohn
 From: Amber Farnan
 Date: August 18, 2023
 RE: July 2023 Financials

Fund	Beginning Fund Balance	Revenues	Expenses	Ending Fund Balance
General	\$ 1,008,873.59	\$ 137,643.50	\$ (355,043.68)	\$ 788,534.96
Aquatic**	\$ (31,222.84)	\$ 19,944.79	\$ (30,484.42)	\$ (41,762.47)
Park Capital	\$ 7,000.00			\$ 7,000.00
Cemetery Capital	\$ 6,554.00			\$ 6,554.00
ARPA	\$ 779,529.40			\$ 779,529.40
RUT	\$ 1,503,354.55	\$ 57,012.82	\$ (83,151.23)	\$ 1,479,277.25
Employee Benefits	\$ 1,267,434.34	\$ 13,490.74	\$ (73,957.26)	\$ 1,207,845.16
Emergency	\$ 53,781.59	\$ 357.10		\$ 54,138.69
LOST	\$ 2,205,201.67	\$ 53,570.90	\$ (2,534.28)	\$ 2,256,238.29
TIF	\$ 102,821.04			\$ 102,821.04
Lib Furnishing	\$ 10,846.45			\$ 10,846.45
FEMA	\$ 3,628.14			\$ 3,628.14
Asset Forfeitures	\$ 11,735.41			\$ 11,735.41
Deb Service**	\$ (385,543.82)	\$ 1,512.94		\$ (384,030.88)
RR Pavement	\$ 160.33			\$ 160.33
2019 GO CAP	\$ 222,275.93		\$ (123,509.15)	\$ 98,766.78
Marian Hts	\$ 43,809.80			\$ 43,809.80
CDBG	\$ (192.00)	\$ 90,725.86		\$ 90,533.86
DTR			\$ (1.98)	\$ (1.98)
Cemetery Perpetual	\$ 63,535.47			\$ 63,535.47
Amph Capital	\$ 197,103.47			\$ 197,103.47
Totals	\$ 7,070,686.52	\$ 374,258.65	\$ (668,682.00)	\$ 6,776,263.17
** End of FY23 Transfers Have Not Occurred				

Amber Farnan

City Administrator/Finance Director
 amber.farnan@cityofglenwood.org

5 N. Vine Street
 Glenwood, IA 51534
 (712) 527-4717

BALANCE SHEET
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
001-000-1110	CASH - GENERAL	219,440.68-	802,652.34
002-000-1110	CASH - AQUATIC CENTER	10,539.63-	41,762.47-
003-430-1110	CASH/CHECKING -PARK CAPITAL		7,000.00
004-450-1110	CASH - CEMETERY CAPITAL FUND		6,554.00
005-000-1110	CASH - ARPA		779,529.40
110-000-1110	CASH - ROAD USE TAX	24,077.30-	1,479,277.25
112-000-1110	CASH - EMPLOYEE BENEFITS	59,589.18-	1,207,845.16
119-000-1110	CASH - EMERGENCY FUND	357.10	54,138.69
121-000-1110	CASH - LOST	51,036.62	1,837,853.59
125-000-1110	CASH/CHECKING - TIF		102,821.04
131-000-1110	CASH - LIBRARY FURNISHING		6,956.45
173-000-1110	FEMA CASH/CHECKING		3,628.14
177-110-1110	CASH - ASSET FORFEITURE POLICE		11,735.41
200-000-1110	CASH - DEBT SERVICE	1,512.94	384,030.88-
307-000-1110	CASH/CHECKING		4,001.58-
309-000-1110	CASH/CHECKING	123,509.15-	48,606.78
310-000-1110	CASH/CHECKING		43,809.80
311-000-1110	CASH/CHECKING - CDBG	90,725.86	90,533.86
312-000-1110	CASH	1.98-	1.98-
	CASH TOTAL	293,525.40-	6,053,145.00
001-000-1111	CASH-AMPHITHEATER	103.23-	27,504.10-
	CASH TOTAL	103.23-	27,504.10-
001-000-1112	CASH - LIBRARY DONATIONS	794.72-	13,216.72
131-000-1112	LIBRARY DONATIONS		2,460.00-
	CASH TOTAL	794.72-	10,756.72
307-000-1115	CASH - GSB SAVINGS/NOW		4,161.91
	CASH TOTAL	.00	4,161.91
001-000-1120	PETTY CASH - GENERAL		170.00
	PETTY CASH TOTAL	.00	170.00
309-000-1130	RESERVES-2019 GO INVESTMT		50,160.00
	RESERVES TOTAL	.00	50,160.00
131-000-1160	INVESTMENT - LIBRARY		6,350.00

July 2023

BALANCE SHEET
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
	INVESTMENTS TOTAL	.00	6,350.00
121-000-1190	INVESTMENT - CD		418,384.70
500-450-1190	PERPETUAL CARE - INVESTMENT		23,363.59
510-420-1190	INVESTMENTS - AMPHITHEATER		197,103.47
	INVESTMENTS TOTAL	.00	638,851.76
500-450-1195	PERPETUAL CARE - SAVINGS		40,171.88
	CASH TOTAL	.00	40,171.88
	TOTAL CASH	294,423.35-	6,776,263.17

TREASURER'S REPORT
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
001 GENERAL	1,008,873.59	137,643.50	355,043.68	2,938.45-	788,534.96
002 AQUATIC CENTER	31,222.84-	19,944.79	30,484.42		41,762.47-
003 PARK CAPITAL FUND	7,000.00				7,000.00
004 CEMETERY CAPITAL FUND	6,554.00				6,554.00
005 ARPA	779,529.40				779,529.40
110 ROAD USE TAX	1,503,354.55	57,012.82	83,151.23	2,938.45	1,479,277.25
111 I-JOBS					
112 EMPLOYEE BENEFITS	1,267,434.34	13,490.74	73,957.26		1,207,845.16
119 EMERGENCY	53,781.59	357.10			54,138.69
121 LOST-SPECIAL REVENUE	2,205,201.67	53,570.90	2,534.28		2,256,238.29
125 TAX INCREMENT FINANCIN	102,821.04				102,821.04
126 LMI					
131 LIBRARY FURNISHING	10,846.45				10,846.45
160 REVOLVING LOAN					
167 SIDEWALK					
173 FEMA	3,628.14				3,628.14
177 ASSET FORFEITURES-POLI	11,735.41				11,735.41
200 DEBT SERVICE	385,543.82-	1,512.94			384,030.88-
201 DEBT SERV LOST SINK FUND					
302 COMMUNITY RECREATION CTR					
303 POOL CAPITAL FUND					
306 LIBRARY ROOF PROJECT					
307 R-R PAVEMENT	160.33				160.33
308 VINE ST PAVEMENT					
309 2019 GO CAP PROJECTS	222,275.93		123,509.15		98,766.78
310 MARION HTS SEWER PROJ.	43,809.80				43,809.80
311 CDBG HOUSING GRANT	192.00-	90,725.86			90,533.86
312 DTR GRANT			1.98		1.98-
315 FEMA FLOOD					
350 SQUARE RENOVATION					
500 CEMETERY PERPETUAL CAR	63,535.47				63,535.47
510 AMPHITHEATER CAPITAL	197,103.47				197,103.47
610 SEWER					
611 FMHA REPLACEMENT					
612 FMHA DS					
613 FMHA RESERVE					
Report Total	7,070,686.52	374,258.65	668,682.00	.00	6,776,263.17

REVENUE REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	3,392,327.00	137,643.50	137,643.50	4.06	3,254,683.50
	AQUATIC CENTER TOTAL	144,600.00	19,944.79	19,944.79	13.79	124,655.21
	ROAD USE TAX TOTAL	1,709,000.00	57,012.82	57,012.82	3.34	1,651,987.18
	EMPLOYEE BENEFITS TOTAL	1,066,330.00	13,490.74	13,490.74	1.27	1,052,839.26
	EMERGENCY TOTAL	51,897.00	357.10	357.10	.69	51,539.90
	LOST-SPECIAL REVENUE TOTAL	725,000.00	53,570.90	53,570.90	7.39	671,429.10
	TAX INCREMENT FINANCING TOTAL	44,000.00	.00	.00	.00	44,000.00
	DEBT SERVICE TOTAL	653,850.00	1,512.94	1,512.94	.23	652,337.06
	CDBG HOUSING GRANT TOTAL	5,000,000.00	90,725.86	90,725.86	.60	4,909,274.14
	TOTAL REVENUE BY FUND	2,787,004.00	374,258.65	374,258.65	1.64	2,412,745.35

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	3,936,647.00	355,043.68	355,043.68	9.02	3,581,603.32
	AQUATIC CENTER TOTAL	154,785.00	30,484.42	30,484.42	19.69	124,300.58
	ROAD USE TAX TOTAL	2,029,500.00	83,151.23	83,151.23	4.10	1,946,348.77
	EMPLOYEE BENEFITS TOTAL	1,095,500.00	73,957.26	73,957.26	6.75	1,021,542.74
	EMERGENCY TOTAL	51,897.00	.00	.00	.00	51,897.00
	LOST-SPECIAL REVENUE TOTAL	554,800.00	2,534.28	2,534.28	.46	552,265.72
	TAX INCREMENT FINANCING TOTAL	29,000.00	.00	.00	.00	29,000.00
	DEBT SERVICE TOTAL	650,046.00	.00	.00	.00	650,046.00
	2019 GO CAP PROJECTS TOTAL	30,000.00	123,509.15	123,509.15	411.70	93,509.15-
	MARION HTS SEWER PROJ. TOTAL	48,246.00	.00	.00	.00	48,246.00
	CDBG HOUSING GRANT TOTAL	4,400,000.00	.00	.00	.00	4,400,000.00
	DTR GRANT TOTAL	.00	1.98	1.98	.00	1.98-
	TOTAL EXPENSES BY FUND	2,980,421.00	668,682.00	668,682.00	2.91	2,311,739.00

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,415,658.00	106,240.03	106,240.03	7.50	1,309,417.97
	K9 DEPARTMENT TOTAL	4,500.00	266.38	266.38	5.92	4,233.62
	FIRE TOTAL	1,012,300.00	60,184.78	60,184.78	5.95	952,115.22
	ANIMAL CONTROL TOTAL	4,000.00	.00	.00	.00	4,000.00
	COMMUNICATION CENTER TOTAL	182,000.00	.00	.00	.00	182,000.00
	PUBLIC SAFETY TOTAL	2,618,458.00	166,691.19	166,691.19	6.37	2,451,766.81
	STREET TOTAL	2,179,250.00	93,067.35	93,067.35	4.27	2,086,182.65
	SANITATION TOTAL	12,000.00	8,084.68	8,084.68	67.37	3,915.32
	PUBLIC WORKS TOTAL	2,191,250.00	101,152.03	101,152.03	4.62	2,090,097.97
	LIBRARY TOTAL	484,761.00	24,770.91	24,770.91	5.11	459,990.09
	AMPHITHEATER TOTAL	25,350.00	103.23	103.23	.41	25,246.77
	PARK TOTAL	283,951.00	13,934.59	13,934.59	4.91	270,016.41
	RECREATION TOTAL	203,450.00	4,545.23	4,545.23	2.23	198,904.77
	POOL TOTAL	154,785.00	30,484.42	30,484.42	19.69	124,300.58
	CEMETERY TOTAL	183,251.00	9,417.23	9,417.23	5.14	173,833.77
	CULTURE & RECREATION TOTAL	1,335,548.00	83,255.61	83,255.61	6.23	1,252,292.39
	TREE BRD/COMM BEAUTIFICAT TOTA	3,000.00	.00	.00	.00	3,000.00
	PLANNING AND ZONING TOTAL	24,500.00	4,440.46	4,440.46	18.12	20,059.54
	DOWNTOWN REVITE TOTAL	458,000.00	.00	.00	.00	458,000.00
	DEBT SERVICE TOTAL	29,000.00	.00	.00	.00	29,000.00
	COMMUNITY & ECONOMIC DEV TOTA	514,500.00	4,440.46	4,440.46	.86	510,059.54
	ADMINISTRATION TOTAL	385,676.00	19,450.08	19,450.08	5.04	366,225.92
	LEGAL TOTAL	75,000.00	37,978.50	37,978.50	50.64	37,021.50
	TORT LIABILITY TOTAL	220,000.00	132,203.00	132,203.00	60.09	87,797.00
	GENERAL GOVERNMENT TOTAL	680,676.00	189,631.58	189,631.58	27.86	491,044.42
	DEBT SERVICE TOTAL	650,046.00	.00	.00	.00	650,046.00
	DEBT SERVICE TOTAL	650,046.00	.00	.00	.00	650,046.00
	CDBG HOUSING PROJECTS TOTAL	4,400,000.00	1.98	1.98	.00	4,399,998.02
	SEWER SIDEWALK PROJECT TOTAL	30,000.00	.00	.00	.00	30,000.00
	RECREATION TOTAL	.00	123,509.15	123,509.15	.00	123,509.15
	CAPITAL PROJECTS TOTAL	4,430,000.00	123,511.13	123,511.13	.86	4,306,488.87

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TRANSFERS TOTAL	559,943.00	.00	.00	.00	559,943.00
	TRANSFER OUT TOTAL	559,943.00	.00	.00	.00	559,943.00
	TOTAL OF ALL EXPENSES	2,980,421.00	668,682.00	668,682.00	2.91	2,311,739.00



STAFF REPORT

To: City Council, Mayor Kohn
From: Amber Farnan
Date: August 18, 2023
RE: CDBG Request for Funds Revisions

Ashley Hayes with SWIPCO sent revised GAX Request for funds for three of the requests from last meeting. She stated that there was a calculation error on the previous GAX sheets.

I have reviewed them along with the supporting documentation. I am recommending Council approved the revised GAX Request for Funds for 110 Nuckolls St, 712 Lofts & 308 N. Hazel St.

Amber Farnan
City Administrator/Finance Director
amber.farnan@cityofglenwood.org

5 N. Vine Street
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