PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM AUDIENCE

CONSENT AGENDA: To the Public:

All matters listed under Item I., Consent Agenda, having been discussed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

MOTION: To approve all listed under Item I., Consent Agenda.

HEARINGS:
1. Statement: Consideration of Sale of Property Locally Known as 701 South 8th Street, City of Burlington, Iowa with Conditions
   Motion to Close
   Resolution Approving the Sale of Property Locally Known as 701 South 8th Street, City of Burlington, Iowa with Conditions

2. Statement: Consideration of an Ordinance Amending Section 73.04 Special Speed Restrictions of Chapter 73 Speed Regulations of the City of Burlington Municipal Code
   Motion to Close
   Motion for Preliminary Adoption of the First Reading of an Ordinance Amending Section 73.04 Special Speed Restrictions of Chapter 73 Speed Regulations of the City of Burlington Municipal Code

RESOLUTIONS:
1. Resolution Approving Contract for the 2020 Career Link (Employment Transportation) Community Development Block Grant Program with the Iowa Economic Development Authority

2. Resolution Approving Bid for the 2021 Dankwardt Park Pool Deck Improvement Project

COMMENTS FROM COUNCIL/CITY MANAGER

ADJOURNMENT
ITEM 1.
Consent Agenda

FINANCES AND MISCELLANEOUS
Minutes of Previous Meetings
Payroll and City Claims

BEER, LIQUOR, WINE AND CIGARETTES

REPORTS AND BONDS

RESOLUTIONS:
1. Resolution Approving Nuisance Abatements for Various Properties
2. Resolution Approving Renewal of Taxi Cab/Vehicle for Hire License for Robyn Canova dba/A2Z Taxi, LLC
3. Resolution Approving Renewal of Taxi Cab/Vehicle for Hire License for Dennis Manes dba/Yellow Cab Transportation, LLC
4. Resolution Approving Agreement for Engineering Services for the West Avenue Connector Trail Project
5. Resolution Approving Settlement and Release Agreement between the City of Burlington and Stefanie Becker

SET DATE FOR PUBLIC HEARINGS: MARCH 15, 2021
1. Consideration of Plans and Specifications for the 2021 Roosevelt Avenue Traffic Signal Improvements Project
2. Consideration of Fiscal Year 2021-2022 Budget

APPOINTMENTS:
Historical Preservation Commission: Hal Morton and David Roed
That all matters listed under Item I., Consent Agenda having been discussed are considered to be routine by the City Council, be hereby approved.
PUBLIC HEARING STATEMENT

THIS IS THE TIME SET FOR HEARING FOR CONSIDERATION OF SALE OF PROPERTY LOCALLY KNOWN AS 701 SOUTH 8TH STREET, CITY OF BURLINGTON, IOWA WITH CONDITIONS.

PUBLICATION HAS BEEN MADE IN THE HAWK EYE AS PRESCRIBED BY LAW.

THOSE FOR OR AGAINST MAY BE HEARD AT THIS TIME.
Meeting No.   Paper No.   Seconded By: __________________________

_________________________   __________________________

AYES: __________________________

NAYS: __________________________

Introduced By: __________________________

MOTION CARRIED

That the hearing regarding CONSIDERATION OF SALE OF PROPERTY LOCALLY KNOWN AS 701 SOUTH 8TH STREET, CITY OF BURLINGTON, IOWA WITH CONDITIONS, be closed.
RESOLUTION APPROVING THE SALE OF PROPERTY LOCALLY KNOWN AS 701 SOUTH 8TH STREET, CITY OF BURLINGTON, IOWA WITH CONDITIONS

WHEREAS, the City of Burlington City Council at their meeting on March 1, 2021 approved the sale of property as described in Exhibit “A” and shown in Exhibit “B” attached hereto and made a part thereof; and

WHEREAS, the sale of property as described in Exhibit “A” has been considered by public hearing as prescribed by law on March 1, 2021 and

WHEREAS, the conditions of this approval are shown in Exhibit “C”.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney shall prepare such deeds as may be required and that the Mayor be authorized to execute such deeds transferring the ownership of the property.

APPROVED and ADOPTED this 1st day of March, 2021.

Lynda Graham-Murray, Mayor Pro-Tem

ATTEST:

Kathleen P. Salisbury, MMC - City Clerk
Exhibit "A"

Legal Description

Lot Number 18 in Barret's Subdivision of Outlot #956 in the Original City of Burlington subject to restrictions and easements of record, no included in and forming a part of the County of Des Moines, State of Iowa.

Parcel ID: 16-05-454-006
Exhibit “C”

Conditions

1. Property as described in Exhibit “A” shall be sold to Sara Kniffen.

2. Purchase price for the property sold to as described in Exhibit “A” is $500.00.

3. Purchaser shall combine the purchased lot with the adjacent lot under their ownership upon recording of deed to the purchased property.

4. Property transfer shall be by Quit Claim Deed.
PUBLIC HEARING STATEMENT

THIS IS THE TIME SET FOR HEARING FOR CONSIDERATION OF AN ORDINANCE AMENDING SECTION 73.04 SPECIAL SPEED RESTRICTIONS OF CHAPTER 73 SPEED REGULATIONS OF THE CITY OF BURLINGTON MUNICIPAL CODE.

PUBLICATION HAS BEEN MADE IN THE HAWK EYE AS PRESCRIBED BY LAW.

THOSE FOR OR AGAINST MAY BE HEARD AT THIS TIME.
MOTION CARRIED

That the hearing regarding CONSIDERATION OF AN ORDINANCE AMENDING
SECTION 73.04 SPECIAL SPEED RESTRICTIONS OF CHAPTER 73 SPEED
REGULATIONS OF THE CITY OF BURLINGTON MUNICIPAL CODE,

be closed.
For preliminary adoption of the first reading of an Ordinance: AN ORDINANCE AMENDING SECTION 73.04 SPECIAL SPEED RESTRICTIONS OF CHAPTER 73 SPEED REGULATIONS OF THE CITY OF BURLINGTON MUNICIPAL CODE.
ORDINANCE NO. ______

AN ORDINANCE AMENDING SECTION 73.04 SPECIAL SPEED RESTRICTIONS OF CHAPTER 73 SPEED REGULATIONS OF THE CITY OF BURLINGTON MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, IOWA:

SECTION 1: AMENDMENT. That Chapter 73.04, Special Speed Restrictions of Chapter 73 Speed Regulations of the City of Burlington Municipal Code is hereby amended as shown in Exhibit “A” attached hereto and made a part thereof. Any line or requirement of Chapter 137 not listed as attached shall remain unchanged and in full force and effect. Changes are shown as attached, with those words shown with underline being a new addition to the code and those with a strikethrough being a removal from the code. Any words without an underlined or strikethrough will not be changed.

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and adopted this ____ day of ____________, 2021.

______________________________
Jon D. Billups - Mayor

ATTEST:

______________________________
Kathleen P. Salisbury, MMC - City Clerk

I certify that the foregoing was published as

Ordinance No. _____________ on the _____ day of __________________, 2021.

______________________________
Kathleen P. Salisbury, MMC - City Clerk
SPEED ZONE TERMINI LOCATIONS

- (a) = 1525' n. of Sunnyside Ave
- (b) = 550' n. of Sunnyside Ave
- (c) = 1000' n. of Mason Road
- (d) = 300' s. of Mason Road
- (e) = 200' n. of Village Center Dr

This map displays the terminus of existing and proposed zones with a single-post sign symbol.

The placement of confirmation-speed limit signs within the zones is not displayed.

PROPOSED zones will supercede EXISTING zones.
73.04 - SPECIAL SPEED RESTRICTIONS.

In accordance with requirements of the Iowa State Department of Transportation, or whenever the Council shall determine upon the basis of an engineering and traffic investigation that any speed limit listed in Section 73.02 is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ordinance such higher or lower speed limit as it deems reasonable and safe at such location. The following special speed zones have been established:

**State Law reference— (Code of Iowa, Sec. 321.290)**

1. Special 10 MPH Speed Zones. A speed in excess of ten (10) miles per hour is unlawful on any of the following designated streets or parts thereof.
   A. In any public alley.

2. Special 15 MPH Speed Zones. A speed in excess of fifteen (15) miles per hour is unlawful on any of the following designated streets or parts thereof.
   A. Main Street from the north edge of Cascade Bridge to Potter Drive.
   B. Valley Street from Hayes Street to Flinthills Drive.
   C. Washington Street from Shields Street to Argyle Court.
   D. 200 block of Hayes Street.
   E. 200 block of Argyle Court.

3. Special 20 MPH Speed Zones. A speed in excess of twenty (20) miles per hour is unlawful on any of the following designated streets or parts thereof.
   A. The frontage roads and their approaches along Roosevelt Avenue from Sunnyside Avenue to West Avenue.
   B. In any signed school zone between the hours of seven-thirty o’clock (7:30) a.m. and four o’clock (4:00) p.m. on weekdays when school is in session.

(Ord. 3330 - May 13 Supp.)

4. Special 25 MPH Speed Zones. A speed in excess of twenty-five (25) miles per hour is unlawful on any of the following designated streets or parts thereof.
   A. Agency Street from Osborn Street to Curran Street.
   B. Columbia Street from Eighth Street to Central Avenue.
   C. Elm Street from South Third Street to Main Street.
   D. Harrison Avenue from Mason Road to Summer Street.
   E. Mason Road from Haskell Street to Harrison Street.
   F. North Ninth Street from Corse Street to Oak Street.
   G. Osborn Street in its entirety.
   H. South Fourth Street from Market Street to Division Street.
I. South Third Street from Division Street to Elm Street.
J. Wells Street from Osborn Street to Spring Street.
K. Curran Street from Agency Street to Mt. Pleasant Street.

(Ord. 3330 - May 13 Supp.)

L. Lawrence Drive from West Avenue to Mason Road.
M. Main Street from Angular Street to Division Street.
N. Corse Street from Des Moines Avenue to Osborn Street.
O. Plane Street from Valley Street to Division Street.
P. Kirkwood Street from Roosevelt Avenue to Curran Street.
Q. Hinkle Drive from West Burlington Avenue to Broadway.
R. Broadway from Hinkle Avenue to Division Street.

(Ord. 3280 - May 10 Supp.)

5. Special 30 MPH Speed Zones. A speed in excess of thirty (30) miles per hour is unlawful on any of the following designated streets or parts thereof.
A. Agency Street from Curran Street to 1,327 feet west of Roosevelt Avenue.

(Ord. 3330 - May 13 Supp.)

B. Angular Street from Main Street to Summer Street.
C. Bluff Road from North 8th Street to Cash Street.
D. Bluff Road southbound from a point approximately 350 feet north of on/off ramp of Highway 34 to High Street.
E. Central Avenue from Oak Street to Harrison Avenue except as provided in paragraph 3(B) of this section.

(Ord. 3330 - May 13 Supp.)

F. Division Street from Main Street to Plane Street.
G. Division Street from Roosevelt Avenue to West Burlington Avenue.
H. Harrison Avenue from Main Street to Summer Street.
I. Irish Ridge Road from Sunnyside Avenue to north City limits.
J. Madison Avenue from Harrison Avenue to the south City limits.
K. Main Street from Angular Street to Cascade Bridge.
L. Mt. Pleasant Street, westbound only, from West Burlington Avenue to the west City limits.
M. Oak Street from Osborn Street to North Seventh Street.
N. Spring Street from Wells Street to Bluff Road except as provided in paragraph 3(B) of this section.
(Ord. 3330 - May 13 Supp.)

O. Summer Street from Angular Street to the south City limits.

P. Sunnyside Avenue from Corse Street to Roosevelt Avenue.

Q. West Avenue from Garfield Street to Roosevelt Avenue.

(Ord. 3280 - May 10 Supp.)

6. Special 35 MPH Speed Zones. A speed in excess of thirty-five (35) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. Agency Street, eastbound only, from the west City limits to 1,327 feet west of Roosevelt Avenue.

B. Des Moines Avenue from Cash Street to approximately 700 feet north of Pond Street.

C. Division Street from Plane Street to Roosevelt Avenue.

D. Division Street from West Burlington Avenue to City limits.

E. Mason Road from Haskell Street to Howard Drive.

F. Mt. Pleasant Street from Wells Street to West Burlington Avenue.

G. West Burlington Avenue from Agency Street to West Avenue.

H. Lower Augusta Road from Howard Drive to the west City limits.

7. Special 40 MPH Speed Zones. A speed in excess of forty (40) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. Bluff Road, northbound from Highway 34 on/off ramp to North 8th Street.

B. Bluff Road, southbound from North 8th Street to a point approximately 350 feet north of Highway 34 on/off ramp.

C. Gear Avenue (Buena Vista Drive) from West Avenue Road to the north City limits.

D. Roosevelt Avenue from the south City limits to 150 feet north of Sunnyside Avenue.

E. Highway 61 (Roosevelt Avenue) from 1000 feet north of Mason Road to 550 feet north of Sunnyside Avenue.

F. West Avenue from Roosevelt Avenue to the west City limits.

8. Special 45 MPH Speed Zones. A speed in excess of forty-five (45) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. Highway 61 (Roosevelt Avenue) from 150 feet south of West Avenue to 150 feet south of Mason Road.

B. Highway 61 (Roosevelt Avenue) from 1000 feet north of Mason Road to 200 feet north of Village Center Drive.

C. Highway 61 (Roosevelt Avenue) from 550 feet north of Sunnyside Avenue north to City Limits.

9. Special 55 MPH Speed Zones. A speed in excess of fifty-five (55) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. Highway 34 in its entirety.

B. Highway 61 (Roosevelt Avenue) from 200 feet north of Village Center Drive south to City limits.(Ord. No. 3472, § 1(exh. A), 7-20-20)
RESOLUTION NO. __________

Meeting No. __________ Paper No. __________

Introduced by: ____________________________ Ayes: ____________________________
Seconded by: ____________________________ Nays: ____________________________

RESOLUTION APPROVING CONTRACT FOR THE 2020 CAREER LINK
(EMPLOYMENT TRANSPORTATION) COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the City Council of the City of Burlington previously approved application to the
Iowa Economic Development Authority (IEDA) for funds through the 2020 CDBG Career Link
(Employment Transportation) program, and

WHEREAS, the City of Burlington has been awarded funds from IEDA for the Community
Development Block Grant (CDBG) Career Link (Employment Transportation) Program, and

WHEREAS, the Contract for this grant (# 20-CRLET-003) is attached in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BURLINGTON, IOWA, THAT: The City authorizes the Mayor to sign the Contract for the CDBG
Career Link (Employment Transportation) program (20-CRLET-003) as attached in Exhibit "A"
and directs the City Clerk to enter this into the Contracts of Record.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

Lynda Graham-Murray, Mayor Pro-Tern

Kathleen P. Salisbury, MMC – City Clerk
IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT

RECIPIENT: Burlington
CONTRACT NUMBER: 20-CRLET-003
EFFECTIVE DATE: February 3, 2021
AWARD AMOUNT: $81,375
END DATE: January 31, 2023

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

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

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

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

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

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

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

1.1 ACT. Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).

1.2 ACTIVITY. "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.

1.3 ADMINISTRATIVE CODE. "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.

1.5 APPLICATION. "Application" is the Application the Recipient submitted in IowaGrants.gov.

1.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

1.7 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG). "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

1.8 CONTRACT. "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

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

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

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

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

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

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

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

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

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

ARTICLE 2 FUNDING

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

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

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

2.4 DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT. If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.
ARTICLE 3
TERMS OF GRANT

3.1 TIME OF PERFORMANCE. The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

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

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

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

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

ARTICLE 5
USE OF FUNDS

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

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

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

5.4 GENERAL ADMINISTRATIVE COST LIMITATIONS. Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to five percent (5%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed five percent (5%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the five percent (5%) administrative cost limitation.

5.5 COST VARIATION.

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

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

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

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

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

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

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

6.4 EXCESSIVE FORCE POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient’s policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(1) of the Housing and Community Development Act of 1974, as amended.

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

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

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

6.8 FAIR HOUSING POLICY. The Authority, prior to release of funds under this Contract, shall review and approve the Recipient’s fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

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

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

<table>
<thead>
<tr>
<th>ACTIVITY NUMBER(S)</th>
<th>APPLICABLE CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td><strong>DEPARTMENT OF NATURAL RESOURCES APPROVAL.</strong> Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.</td>
</tr>
<tr>
<td>(b)</td>
<td><strong>REVIEW OF HANDICAPPED ACCESSIBILITY.</strong> Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.</td>
</tr>
<tr>
<td>(c)</td>
<td><strong>DEPARTMENT OF HEALTH APPROVAL.</strong> Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.</td>
</tr>
<tr>
<td>(d)</td>
<td><strong>FRANCHISE ORDINANCE/28E AGREEMENT.</strong> Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 2SE Agreement for the activity for the Authority’s review.</td>
</tr>
<tr>
<td>(e)</td>
<td><strong>BULK PURCHASE AGREEMENT.</strong> Prior to release of funds for construction, the Recipient shall submit an executed “Bulk Purchase Agreement” for the Authority’s review.</td>
</tr>
<tr>
<td>(f)</td>
<td><strong>RURAL WATER CONNECTION FEE PROJECTS.</strong> Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer’s seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakout of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.</td>
</tr>
<tr>
<td>(g)</td>
<td><strong>STATE BUILDING CODE BUREAU APPROVAL.</strong> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.</td>
</tr>
<tr>
<td>(h)</td>
<td><strong>FAÇADE EASEMENTS.</strong> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all recorded façade easements with property owners when required for downtown revitalization.</td>
</tr>
<tr>
<td>(i)</td>
<td><strong>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</strong> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or “Budget Activity” subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to <a href="http://www.iowagrants.gov">www.iowagrants.gov</a> a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.</td>
</tr>
<tr>
<td>(j)</td>
<td><strong>IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.</strong> Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.</td>
</tr>
<tr>
<td>(k)</td>
<td><strong>PERPETUAL RESTRICTIONS.</strong> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

**ARTICLE 7**

**REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

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

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ARTICLE 8
COVENANTS OF THE RECIPIENT

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

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

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

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

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

(c) RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of three years after the date the recipient is notified that the state CDBG contract has been closed with HUD, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

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

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.
(f) **DOCUMENTATION.** The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

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

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

(i) **NOTICE TO AUTHORITY.** In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

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

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

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


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

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

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


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


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

Prepared by: Nichole Hansen
assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.


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

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

(xv) Fair Labor Standards Act and implementing regulations.

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

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

(xviii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

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

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

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

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

ARTICLE 9
DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

(a) exercise any remedy provided by law,

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

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

ARTICLE 10
INCORPORATED DOCUMENTS

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

(a) Budget Activity, as found in Recipient's IowaGrants.gov account.
(b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
(d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

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

(a) Articles 1 through 11 herein.
(c) Budget Activity, as found in Recipient's IowaGrants.gov account.
(d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
(e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

**RECIPIENT: Burlington**

**BY:**

Mayor
Burlington
400 Washington
Burlington, Iowa 52601

**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

**BY:**

Brian Sullivan, Chief Programs Officer

Prepared by: Nichole Hansen
ATTACHMENT A

GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 2018

1.0 AMENDMENT.

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

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

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

2.0 AUDIT REQUIREMENTS.

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

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

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

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

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

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

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

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could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

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

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

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

9.0 **PROCEDURES UPON TERMINATION.**

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

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

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

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

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

12.0 **CONFLICT OF INTEREST.**

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

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

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

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

Prepared by: Nichole Hansen
14.0 **CIVIL RIGHTS.**

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

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

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

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 198.7, and Chapter 216, Code of Iowa, Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

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

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

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

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(f) **PROGRAM NONDISCRIMINATION.** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Prepared by: Nichole Hansen
Age Discrimination Act of 1975 (42 U.S.C. 5101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 358, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

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


(i) **SECTION 3 COMPLIANCE.** The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from futureHUD assisted contracts.

(vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the
election or defeat of any candidate for public office. Neither the program nor the funds provided therefor, nor the personnel
employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political

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

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

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

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

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

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being
provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider
acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of
the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable
license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the
Deliverables developed under this Contract and the copyright in and to such Deliverables.

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

Prepared by: Nichole Hansen
RESOLUTION NO. _________

Meeting No. _________  Paper No. _________

Introduced by: ______________________________  Ayes: ______________________________

Seconded by: ______________________________  Nays: ______________________________

RESOLUTION APPROVING BID FOR THE 2021 DANKWARDT PARK
POOL DECK IMPROVEMENT PROJECT

WHEREAS, City Council approved Plans and Specifications for the 2021 Dankwardt Park Pool
Deck Improvement Project on February 1, 2021; and

WHEREAS, sealed bids were received by the City of Burlington on February 18, 2021 for the
2021 Dankwardt Park Pool Deck Improvement Project, Burlington, Iowa; and

WHEREAS, five bids for the project were received by the City of Burlington; with the low bid in
the amount of $94,645.50 from S.G. Construction Company, West Burlington, Iowa; and

WHEREAS, based on amount available for the deck project, engineering, and
associated diving boards of $145,000, it is recommended to accept the low bid from S.G.
Construction Company.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE BURLINGTON CITY COUNCIL:
That the City of Burlington approves the bid for the 2021 Dankwardt Park Pool Deck
Improvement Project by S.G Construction Company in the amount of $94,645.50 and
authorizes the Mayor to sign all necessary agreements and contract for completion of this
project.

APPROVED and ADOPTED this 1st day of March, 2021.

Lynda Graham-Murray, Mayor Pro-Tem

ATTEST:

Kathleen P. Salisbury, MMC – City Clerk
Memo

To: City Council, City Manager
From: Eric Tysland, Development & Parks Director
Date: February 18, 2021
Re: 2021 Dankwardt Park Pool Deck Improvement Project

Project Overview:
This project will remove and replace the concrete deck surrounding the pool that is in a deteriorated condition. Annual inspection of the pool has noted deteriorated joints and portions of the deck over the past years. A small portion was replaced four years ago, with remaining deck replacement necessary at this time.

The project consists of the following items and approximate quantities: 1,390 S.Y. of pavement removal; 1,390 S.Y. of pavement, 6" Class C, PCC, reinforced; remove and reinstall fixtures; 2 Superior Shade footings; 2 - diving board anchor set; and miscellaneous appurtenant work usually associated with a PCC pool deck improvement project.

Project shall be awarded to one prime bidder. The engineer's estimate for this pool deck improvement project is $119,000.00

The existing diving boards will be removed during this deck project. Existing stands are not in quality condition to remain. Replacement of both diving stands and boards has been estimated at $45,000 - $55,000. Engineering for this project totals $14,600.00.

S.G. Construction Co., West Burlington, IA $ 94,645.50
Graystone Construction Inc., West Burlington, IA $115,350.50
Spectra Build, Wapello, IA $131,296.00
MJ Daly Construction Co., Inc., Burlington, IA $139,752.00
Abolt, Inc., Fort Madison, IA $182,588.00

Project Timing:
Bid Date: 2/18/2021 at 2:00 pm at Burlington City Hall
Council Award Date: 3/1/2021
Project Completion: 5/10/2021, No later than

Budget Implications:
This project work is through the CIP / General Fund, with $30,000 originally budgeted from sales tax for one phase of the deck work and subsequently $115,000 was transferred from the general fund to complete this as one project this fiscal year, with this amount projected to cover both or at least one diving board replacement as well.
Meeting No.  Paper No.  Seconded By: ________________________

_________________  __________________
AYES:  ______________________________

NAYS:  ______________________________

Introduced By:  

______________________________

MOTION CARRIED

______________________________

That this meeting be adjourned.
That the minutes of the City Council Meeting dated February 16, 2021, Meeting No. 28 and City Council Work Session dated February 22, 2021, having previously been submitted to the members of the City Council, be received and filed in the office of the City Clerk.

Jon D. Billups, Mayor  
Robert Critser, Council Member  
Bill Maupin, Council Member  
Lynda Graham-Murray, Mayor Pro-Tem  
Matthew Rinker, Council Member
MOTION CARRIED

CITY CLAIMS: $1,042,010.77

PAYROLL: $924,171.62

That the above bills be allowed and the Finance Director/Treasurer be instructed to draw the necessary checks in the payment thereof.
RESOLUTION NO. _________

Meeting No. Paper No. Seconded By: ________________________________

_____________ ___________ AYES: ________________________________

NAYS: ________________________________

Introduced By:

______________________________

A RESOLUTION APPROVING BEER, LIQUOR, WINE AND BEER/WINE LICENSES

RESOLVED: Upon recommendation of the Police and Fire Departments, this Council recommends issuance of the following license(s):

Capitol Theater Foundation dba/Capitol Theater
211 North 3rd Street
Special Class "C" Liquor (Beer/Wine) & Sunday Sales (Renewal)
Pending Dramshop Insurance

Wake N Bake Breakfast Company dba/Wake N Bake Breakfast Company
713 Jefferson Street
Class "C" Liquor, Outdoor Service & Sunday Sales (Renewal)
Pending Dramshop Insurance

as provided by the State Code of Iowa, and the rules and regulations of the Alcoholic Beverages Division.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

Kathleen P. Salisbury, MMC
City Clerk

Lynda Graham-Murray
Mayor Pro-Tem
That the following be received and filed in the office of the City Clerk:

REPORTS

Minutes of the City Safety Committee Meeting
for February 17, 2021

Minutes of the Renewable Energy Committee Meeting
for February 3, 2021

Minutes of the Tree Advisory Board Meeting
for February 10, 2021

Minutes of the Waterworks Board of Trustees Board Meeting
for February 9, 2021

BONDS

Stew's Lawn Service LLC
6264 Summer Street
Burlington, IA 52601
Notice of Cancellation, Non Renewal or Change in Policy Premium/Coverage
Effective 04/17/2021

Miss Burlington Scholarship, Inc.
PO Box 873
Burlington, IA 52601
General Liability Insurance - 03/15/2021 to 03/15/2022
City of Burlington is Listed as Additional Insured
MJ Daly Construction Company
$5,000.00 Bond
Bond No. IA 578189
Effective 03/28/2021 to 03/28/2024

DeJesus LLC
14723 Acorn Lane
West Burlington, IA 52655
Effective 04/07/2021 to 04/07/2022

Century Signs, LLC
2404 N. 30th Street
Quincy, IL 62305
General Liability Insurance - 01/04/2021 to 01/04/2022
Automobile Liability Insurance - 01/04/2021 to 01/04/2022
Workers Compensation Insurance - 01/04/2021 to 01/04/2022
City of Burlington is Listed as Additional Insured

Chad Lott dba/Lott's Lawn Service
2015 Melvin Avenue
Burlington, IA 52601
General Liability Insurance - 03/27/2021 to 03/27/2022
Automobile Liability Insurance - 03/27/2021 to 03/27/2022
City of Burlington is Listed as Additional Insured
A RESOLUTION APPROVING NUISANCE ABATEMENTS FOR VARIOUS PROPERTIES

BE IT RESOLVED: That the City Clerk be directed to certify said costs for unpaid nuisance abatements to the Des Moines County Treasurer as prescribed by law, so that costs may be assessed against the property.

<table>
<thead>
<tr>
<th>Case</th>
<th>Parcel</th>
<th>Legal Name</th>
<th>Parcel Address</th>
<th>Owner Name</th>
<th>Contractor Name</th>
<th>Abate Date</th>
<th>Describe Nuisance</th>
<th>Abate Amt</th>
<th>Admin Fee</th>
<th>Doc Filing</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7903</td>
<td>11-32-160-009</td>
<td>SECTION: 32 TOWNSHIP P:70 RANGE:2 PT SW NW EXC E30' X E45' BURLINGTON</td>
<td>1502 MT PLEASANT ST</td>
<td>RUBIN LILLIAN R</td>
<td>Stew's Lawn Service</td>
<td>12/16/20</td>
<td>Junk, trash and debris</td>
<td>$85.00</td>
<td>$100.00</td>
<td>$5.00</td>
<td>$190.00</td>
</tr>
<tr>
<td>7883</td>
<td>16-08-130-008</td>
<td>BURLINGTON ON PERKINS ADD LOT:88</td>
<td>1611 SOUTH ST</td>
<td>PLACE MARILYN J &amp; GROTH CANDACE E</td>
<td>Stew's Lawn Service</td>
<td>12/16/20</td>
<td>Trailer full of trash</td>
<td>$105.00</td>
<td>$100.00</td>
<td>$5.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>7882</td>
<td>16-05-265-013</td>
<td>BURLINGTON ON BARRETS SUB BLOCK:95 1 LOT:14 SI/2</td>
<td>419 S BTH ST</td>
<td>VANNIEWAAL RANDY</td>
<td>Stew's Lawn Service</td>
<td>12/16/20</td>
<td>Fence Falling Apart, Tree Limb Down</td>
<td>$65.00</td>
<td>$200.00</td>
<td>$5.00</td>
<td>$270.00</td>
</tr>
<tr>
<td>7870</td>
<td>11-32-209-031</td>
<td>BURLINGTON ON NORTHERN ADD LOT:230</td>
<td>1222 LINDEN ST</td>
<td>MOYER DONNA LEE &amp; MOYER EMMA JANE</td>
<td>Stew's Lawn Service</td>
<td>12/16/20</td>
<td>Secure Building</td>
<td>$110.00</td>
<td>$200.00</td>
<td>$5.00</td>
<td>$315.00</td>
</tr>
</tbody>
</table>

Total: $670.00

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

Kathleen P. Salisbury, MMC
City Clerk

Lynda Graham-Murray
Mayor Pro-Tem
RESOLUTION NO. ________

Meeting No.  Paper No.  Seconded By: ____________________________

________________  __________________  AYES: ____________________________

________________  __________________  NAYS: ____________________________

Introduced By: ____________________________

________________

A RESOLUTION APPROVING RENEWAL OF TAXI CAB/VEHICLE FOR HIRE LICENSE FOR ROBYN CANOVA DBA/A2Z TAXI, LLC

BE IT RESOLVED: Upon recommendation of the Police Chief, this Council recommends renewal of license for the following tax cab/vehicle for hire company:

Robyn Canova
dba/A2Z Taxi, LLC
514 S. 6th Street
Burlington, IA 52601

subject to insurance on file in the office of the City Clerk and payment of license in the office of the Finance Department.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

Kathleen P. Salisbury, MMC  Lynda Graham-Murray
City Clerk  Mayor Pro-Tem
RESOLUTION NO.

Meeting No. Paper No. Seconded By: ______________________

________________________
AYES: ______________________

NAYS: ______________________

Introduced By: ______________________

________________________

A RESOLUTION APPROVING RENEWAL OF TAXI CAB/VEHICLE FOR HIRE LICENSE FOR DENNIS MANES DBA/YELLOW CAB TRANSPORTATION, LLC

BE IT RESOLVED: Upon recommendation of the Police Chief, this Council recommends renewal of license for the following tax cab/vehicle for hire company:

Dennis Manes
dba/Yellow Cab Transportation, LLC
301 Angular
Burlington, IA 52601

subject to insurance on file in the office of the City Clerk and payment of license in the office of the Finance Department.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

Kathleen P. Salisbury, MMC Lynda Graham-Murray
City Clerk Mayor Pro-Tem
RESOLUTION NO. ________

Meeting No. __________  Paper No. __________

Introduced by: ___________________  Ayes: ___________________

Seconded by: ___________________  Nays: ___________________

RESOLUTION APPROVING AGREEMENT FOR ENGINEERING SERVICES FOR THE WEST AVENUE CONNECTOR TRAIL PROJECT

WHEREAS, design engineering services are necessary for the West Avenue Connector Trail project, and

WHEREAS, engineering services were considered and evaluated for the West Avenue connector trail project and French-Reneker-Associates, Inc. of Fairfield, Iowa selected to perform such services, and

WHEREAS, French-Reneker-Associates, Inc. submitted an agreement for engineering services in the amount of $26,584.30 for base engineering services for project as approved by the Iowa Department of Transportation.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, IOWA, THAT: the Engineering Services Agreement with French-Reneker-Associates, Inc. as attached in Exhibit "A" is hereby approved and the City Council authorizes the Mayor to sign the agreement and directs the City Clerk to enter such agreement into the Contracts of Record.

APPROVED and ADOPTED this 1st day of March, 2021

ATTEST:

______________________________
Lynda Graham-Murray, Mayor Pro-Tem

Kathleen P. Salisbury, MMC – City Clerk
Date       2/10/2021
To         Pamela Lee, Office of Systems Planning
From       Brian Ozono, External Audits
Subject    Precontract review request - French-Reneker, Project No. TAP-U-977(652)--81-29

Our precontract evaluation was completed to establish assurance of the company’s accounting system as being adequate to segregate and accumulate reasonable, allocable and allowable costs, as indicated in 23 CFR 172 and other applicable State and Federal Regulations and Policies. The company’s cost records support the cost proposal as submitted and, in our opinion, reasonably represent the costs which it will incur. The precontract evaluation included inquiries, review of past records and such tests of accounting records as were deemed necessary.

External Audits gives assurances for:

Adequacy of Accounting System(s)

French-Reneker    Yes

Comments: French-Reneker

No issues noted.

Conclusion: External Audits has reviewed the estimated costs. Nothing came to our attention to warrant further review.

PC-21-02-004-9-1-1

Federal Aid Participation: Yes
Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This AGREEMENT, made as of the date of the last party's signature below, is by and

BETWEEN City of Burlington, Iowa, the Owner, located at:

400 Washington Street
Burlington, IA 52601
Phone: (319) 753-8158
Email: tyslande@burlingtoniowa.org

and French-Reneker-Associates, Inc., the Consultant, located at:

1501 South Main
PO Box 135
Fairfield, IA 52556
Phone: (641) 472-5145
FAX: (641) 472-2653
Email: marcusc@french-reneker.com

For the following Project: West Avenue Connector Trail: The project includes 10-foot wide by 6-inch thick of concrete trail within the City of Burlington along the north side of West Avenue from Roosevelt Avenue to Terrace Drive.

The Owner has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The Owner desires to employ the Consultant to provide design services to assist with the development and completion of the Project. The Consultant is willing to perform these services in accordance with the terms of this Agreement.
ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters
The objective or use is paving a trail along the north side of West Avenue from Roosevelt Avenue to Terrace Drive.

1.2 Financial Parameters
  1.2.1 Amount of the Owner's budget for the Consultant's compensation is: $26,584.30
  1.2.2 Amount of the Consultant's budget for the subconsultants' compensation is: N/A

1.3 Project Team
  1.3.1 The Owner's Designated Representative, identified as the Contract Administrator is:
          Eric Tysland, Community Development & Parks Director
          The Contract Administrator is the authorized representative, acting as liaison officer for the Owner for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the Contract Administrator and shall be subject to the Contract Administrator's approval.
  1.3.2 The Consultant's Designated Representative is:
          Stephen W. Hausner, President, for Contractual Issues
          Marcus J. Clark, PE, for Executing the Scope of Services

1.4 Time Parameters
  1.4.1 The Consultant shall begin work under this Agreement upon receipt of a written notice to proceed from the Owner.
  1.4.2 Milestones for completion of the work under this Agreement as follows:
          1. Preliminary design plans shall be completed and accepted on or before March 16, 2021, or 90 calendar days after receiving the notice to proceed, whichever is later.
          2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the Owner on or before June 22, 2021, or 45 days after receipt of the notice described in Section 1.4.3 below, whichever is greater.
          3. Completion of all work under this agreement shall be on or before December 31, 2021, unless extended by written approval of the Contract Administrator or adjusted by supplemental agreement.
  1.4.3 The Consultant shall not begin final design activities until after the Owner has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the Owner will provide the Consultant notice to proceed with final design activities.

1.5 Minimum Qualification Standards (MQS)
  1.5.1 The Consultant and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. 300.04, at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category 212 and 312. Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.
  1.5.2 All services within this agreement shall be performed by the Consultant or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM 300.04. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.
ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

2.1 Entire Agreement of the Parties. This Agreement, including its attachments, represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the Consultant under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

2.2 Required Guidance. All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

2.3 Applicable Law. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Des Moines County District Court of Iowa, Burlington, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Owner. The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the Consultant shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- Cost Plus Fixed Fee - Attachment C
- Lump Sum - Attachment C
- Specific Rate of Compensation - Attachment C
- Unit Price - Attachment C
- Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the Consultant.

3.2 Subconsultant's Responsibilities for Reimbursement. The Consultant shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The Consultant shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the Contract Administrator. The prime Consultant is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime Consultant or other subconsultant unless the Contract Administrator, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the Owner and shall be delivered to the Contract Administrator upon completion of the plans or termination of the services of the Consultant. There shall be no restriction or limitation on their future use by the Owner, except any use on extensions of the
project or on any other project without written verification or adaptation by the Consultant for the specific purpose intended will be the Owner's sole risk and without liability or legal exposure to the Consultant.

4.1.2 The Owner acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all moneys due to the Consultant.

4.1.3 The Owner and the Consultant agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the Owner or the Consultant is subject to review and acceptance by the other party. Additional efforts by the Consultant made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The Owner is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed construction documents shall govern.

4.1.5 The Owner may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the Owner and Consultant shall also apply to all subconsultants hired by the Consultant to perform work pursuant to this Agreement. It is the Consultant's responsibility to ensure all contracts between Consultant and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the Consultant.

4.2.2 The Consultant may not restrict communications between the Owner and any of the subconsultants. The Consultant will encourage open communication among the Owner, the Consultant and the subconsultants.

4.3 Consultant's Endorsement on Plans. The Consultant and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 Progress Meetings. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the Contract Administrator to discuss details of the design and progress of the work. The Consultant shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the Contract Administrator, to enable the Contract Administrator to pass judgment on the features and progress of the work.

4.5 Additional Documents. At the request of the Contract Administrator, the Consultant shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the Consultant for quality control and then be submitted to the Contract Administrator by the Consultant for review and comment. The comments received from the Contract Administrator and the reviewing agencies shall be incorporated by the Consultant prior to submission of the final work product by the Consultant. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the Contract Administrator shall be in writing. In the event there are no comments from the Contract Administrator or reviewing agencies to be incorporated by the Consultant into the final work product, the Contract Administrator shall immediately notify the
Consultant, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the Consultant is found to be in error and revision or reworking of the work product is necessary, the Consultant agrees that it shall do such revisions without expense to the Owner, even though final payment may have been received. The Consultant must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the Owner’s right to seek recovery of damages for negligence on the part of the Consultant herein.

4.6.3 Should the Contract Administrator find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the Consultant shall make such revisions if requested and directed by the Contract Administrator in writing. This work will be paid for as provided in Article 4.7.

4.7 Extra Work. If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the Contract Administrator in writing to that effect. In the event that the Contract Administrator determines that such work does constitute "Extra Work", the Consultant shall promptly develop a scope and budget for the extra work and submit it to the Contract Administrator. The Owner will provide extra compensation to the Consultant upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The Consultant shall not proceed with "Extra Work" without prior written approval from the Owner and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the Consultant’s risk. The Owner has the right, at its discretion, to disallow those costs. However, the Owner shall have benefit of the service rendered.

4.8 Extension of Time. The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the Consultant, but may be extended by the Contract Administrator in the event of a delay attributed to the Owner or the Contract Administrator, or because of unavoidable delays beyond the reasonable control of the Consultant.

4.9 Responsibility For Claims And Liability

4.9.1 The Consultant agrees to defend, indemnify, and hold the Owner, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys’ fees, including any stipulated damages or penalties, which may be suffered by the Owner as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the Consultant or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The Consultant shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of $1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of Consultant’s insurance for professional liability coverage and all such other insurance required by law will be provided to the Owner at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The Consultant shall not engage the services of any current employee of the Owner or the Iowa DOT unless it obtains the approval of the Owner or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The Consultant shall not engage the services of a former employee of the Owner or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the Consultant shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.
4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the Owner to suspend the work being performed pursuant to this Agreement at any time. The Contract Administrator may effect such suspension by giving the Consultant written notice, and it will be effective as of the date established in the suspension notice. Payment for the Consultant’s services will be made by the Owner to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

4.11.2 Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the Consultant.

4.11.3 In the event the Owner suspends the work being performed pursuant to this Agreement the Consultant with approval from the Contract Administrator, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the Owner to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the Consultant.

4.12.2 In the event the Agreement is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the Contract Administrator and to the Consultant. The Consultant shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the Contract Administrator in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the Owner for fault on the part of the Consultant, the Contract Administrator up to the date established by the termination notice. After audit of the Consultant's actual costs to the date established by the Contract Administrator in the termination notice and after determination by the Contract Administrator of the amount of work satisfactorily performed, the Contract Administrator shall determine the amount to be paid to the Consultant.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that the bid letting can be completed without further revisions in that work, or if the Consultant is released prior to such time by written notice from the Contract Administrator.

4.13 Right to Set-off. In the event that the Consultant owes the Owner any sum under the terms of this Contract, the Owner may set off the sum owed to the Owner against any sum owed by the Owner to the Consultant under any other contract or matter in the Owner’s sole discretion, unless otherwise required by law. The Consultant agrees that this provision constitutes proper and timely notice of the Owner’s intent to utilize any right of set-off.

4.14 Assignment or Transfer. The Consultant is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the Contract Administrator and concurrence is received from the Iowa DOT and FHWA, if applicable.

4.15 Access to Records. The Consultant is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the Owner, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
4.16 Iowa DOT and FHWA Participation. The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the Consultant and the Owner, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the Consultant agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The Consultant will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

4.17.3 In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the Consultant under the Agreement until the Consultant complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The Consultant shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the Owner, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Owner or the Iowa Department of Transportation to enter into such litigation to protect the interests of the Owner or the Iowa Department of Transportation; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The Consultant agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the Consultant and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The Consultant shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the Owner for such work. If the Owner holds retainage from the Consultant, the Consultant may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the Consultant of its failure to carry out the requirements of this Article, the Owner, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the Consultant to obtain future U.S. DOT financial assistance. The Consultant is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the Owner or such remedy as the Owner, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

FRENCH-ReneKer-ASSOCIATES, INC.

By Stephen W. Hausner, PE & PLS
President

Date: January 7, 2021

ATTEST:

By Eric Tysland
Community Development & Parks Director

CITY OF BURLINGTON, IOWA

By Eric Tysland
Community Development & Parks Director

Date: 1/7/2021

IOWA DEPARTMENT OF TRANSPORTATION
Accepted for FHWA Authorization*

By Craig Markley
Director, Office of Systems Planning

Date: 

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.
ATTACHMENT A
Scope of Services

It is understood by the Owner and the Consultant that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be waived.

It is understood by the Owner and the Consultant that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as one task. It is further agreed that the 85% budget notification requirements will be waived for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

The Consultant will monitor and review updates to the Iowa DOT’s Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the Consultant will be incorporated into the work by the Consultant. If the Consultant is of the opinion additional effort will be required, the Consultant will so notify the Contract Administrator, in accordance with Paragraph 4.7. The Contract Administrator will provide written approval or disapproval for the Consultant to incorporate said update into the work and indicate how payment for such work will be addressed.

Design Phase Services:
1. Review the project site to finalize the design concepts.
2. Complete the Iowa DOT’s environmental worksheets.
3. Conduct field survey for use in design of the proposed trail.
4. Conduct land surveys and prepare two easement sketches for the Owner’s use in land acquisition.
5. Perform detailed design for the proposed trail paving.
6. Prepare final drawings suitable for an Iowa DOT letting.
7. Prepare an opinion of probable cost.

Excluded Services:
1. Environmental reviews not specifically listed in the services above. It is assumed categorical exclusion will be obtained, and no U.S. Army Corps of Engineers, Iowa DNR Floodplain, U.S. Fish and Wildlife, nor State Historical Preservation Office permitting will be required.
2. Route revisions requiring additional field survey.
3. Easement appraisals, documents, and acquisition.
4. Construction engineering services.
ATTACHMENT B
Specifications

1. The final drawings shall be in accordance with the most recent version of the Iowa DOT Standard Specifications for Highway and Bridge Construction, Series 2015.

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the Consultant shall be paid fees in the amounts of the Consultant's actual cost plus applicable fixed fee amount. The Consultant's actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime Consultant or other subconsultants. A contingency amount has been established to provide for actual costs that exceed those estimated.

| Estimated Actual Costs (Prime only) | $ 22,730.55 |
| Fixed Fee (Prime only) | $ 2,717.22 |
| Contingency (Prime only) | $ 1,136.53 |
| **Total Prime Consultant Costs** | **$26,584.30** |

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the Consultant shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore, once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the Consultant shall notify the Owner in writing.

It is possible that the Consultant's costs for the scoped tasks may need to exceed those shown in Attachment C-1. The Consultant's and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the Contract Administrator and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the Contract Administrator, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the Consultant exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the Contract Administrator is notified in writing, the Owner will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the Owner. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency has been established and at any time during the work the Consultant determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the Contract Administrator in writing and describe what costs are causing the overrun and the reason. The Consultant shall not exceed the estimated actual costs without the prior written approval of the Contract Administrator and concurrence of the Iowa DOT. The Owner or the Iowa DOT may audit the Consultant's cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. If at any time it is determined that a maximum amount payable will be or has been exceeded, the Consultant shall immediately so notify the Contract Administrator in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment, or this Agreement will be terminated as identified in Article 4.12.3. The Owner may audit the Consultant's cost records prior to making a decision whether or not to increase the maximum amount payable.
3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the Consultant which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.

2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The Consultant will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.

3. The indirect costs (salary-related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The Consultant has submitted to the Owner the following indirect costs as percentages of direct salary costs to be used for the duration of the contract: Salary-related expenses are 49.34% of direct salary costs and general overhead costs are 136.30% of direct salary costs, for a composite rate of 185.64%.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the Contract Administrator. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the Contract Administrator.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The Contract Administrator will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The Owner shall retain from each monthly payment for construction inspection or construction administration services 5% of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the Contract Administrator.

Upon delivery and acceptance of all work contemplated under this Agreement, the Consultant shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The Consultant agrees to reimburse the Owner for possible overpayment determined by final audit.
## ATTACHMENT C-1
### COST ANALYSIS

### DESIGN

**WEST AVENUE CONNECTOR TRAIL**  
**BURLINGTON, IOWA**  
**IDOT Project No. TAP-U-0977(652)--81--29**  
French-Reneker-Associates, Inc.

### I. Direct Labor Cost

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**Total Hours**: 226  
**Payroll Total**: $7,610.19

### II. Combined Overhead Costs

Indirect Cost Factor: 185.64%*

**Combined Overhead Total**: $14,127.56

### III. Direct Project Expenses

<table>
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<td>Reproduction/Printing</td>
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**Total Direct Project Expenses**: $992.80

### IV. Estimated Actual Costs (I+II+III)

$22,730.55

### V. Fixed Fee (I+II) (12.5%)

$2,717.22

### VI. Contingency (I+II+III)(5%)

$1,136.53

### VII. Subcontract Expenses (Lump Sum)

$0.00

### VIII. Fixed Overhead Rate (IV+V+VI+VII)

(Maximum Amount Payable)  
$26,584.30

*Fixed overhead rate.*
ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa
Jefferson County

I, Stephen W. Hausner, President of French-Reneker-Associates, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

(Signature)

Subscribed and sworn to this 7th day of January, 2021.
I hereby certify that I, Stephen W. Hausner, am the President and duly authorized representative of the firm of French-Reneker-Associates, Inc., whose address is 1501 South Main, Fairfield, IA 52556, and that neither the above firm nor I has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract,
(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

[Signature]

January 7, 2021

Date
CERTIFICATION OF OWNER

I hereby certify that I, Eric Tysland, am the Community Development & Parks Director and the duly authorized representative of the Owner, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or
(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

______________________________  ________________________
Signature                      Date
**Fixed Overhead Rate Progressive Invoice**

**Date**

|-------------|------------------------|---------------------|--------------------|--------|-----------------------------|---------------------|

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<th>Overhead Adjustments</th>
<th>Direct Expenses</th>
<th>Mileage</th>
<th>Per Diem</th>
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**Estimated Actual Costs**

[Prime Only] (See Note 1)

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<th>Subconsultants (including authorized contingency) Name</th>
<th>Name</th>
<th>Name</th>
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Total Estimated Actual Costs

[Prime + Total Subconsultant Costs]

Fixed Fee (See Note 2)

Authorized Contingency

Total Authorized Amount

Total Billed To Date

Remaining Authorized Balance

Unauthorized Contingency

Prime

Subconsultant Name

Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.
## Fixed Overhead Rate Final Invoice

### Date

#### Client Project No.

#### County

#### Client Project Description

#### Client Contract No.

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Fixed Overhead Rate Final Invoice Instructions

- **Employee Labor Hours and Dollars**: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.

- **Overhead Rates**: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.

- **Direct Expenses**: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc. . . .) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc. . . .) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
# ATTACHMENT H
## WORK PLAN

### DESIGN
WEST AVENUE CONNECTOR TRAIL
BURLINGTON, IOWA
IDOT Project No. TAP-U-0977(652)--81--29
French-Reneker-Associates, Inc.

<table>
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<td>Topo Survey 900 ft. @ 50' X-sect (1 trip)</td>
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G:\HW\IDOT\Burlington Trail 2011\Burlington Trail - West Ave Design wpc.xls  Page 23 of 24
## ATTACHMENT H
### WORK PLAN
#### DESIGN
WEST AVENUE CONNECTOR TRAIL
BURLINGTON, IOWA
IDOT Project No. TAP-U-0977(652)--81--29
French-Reneker-Associates, Inc.

### WEST AVENUE CONNECTOR TRAIL
BURLINGTON, IOWA
IDOT Project No. TAP-U-0977(652)--81--29
French-Reneker-Associates, Inc.

<table>
<thead>
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| TOTAL PHASES 01 - 04 | 2  | 16  | 21  | 130 | 8  | 9  | 20 | 20 |

**EXPENSES - PHASES 1 - 3**
- Mileage (8 trips @ 110 miles @ 0.56/mile) $492.80
- Reproduction/Printing $500.00

**Total Expenses** $992.80
RESOLUTION NO. ____________

Meeting No. Paper No. Seconded By: ______________________

-- -- -- -- -- -- --

AYES: ______________________

NAYS: ______________________

Introduced By:

________________________

A RESOLUTION APPROVING SETTLEMENT AND RELEASE AGREEMENT BETWEEN
THE CITY OF BURLINGTON AND STEFANIE BECKER

RESOLVED: That the settlement and release agreement between the City of Burlington
and Stefanie Becker for settlement of the Animal Hearing Board’s determination that Stefanie
Becker’s dog Chunky was vicious, said agreement attached hereto as Exhibit “A”, be hereby
approved.

BE IT FURTHER RESOLVED: That the Mayor Pro-Tem be authorized to sign said
settlement and release agreement in the name of the City and the City Clerk is directed to enter
said settlement and release agreement in the Miscellaneous Contract Records.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

________________________

Kathleen P. Salisbury, MMC
City Clerk

Lynda Graham-Murray
Mayor Pro-Tem
SETTLEMENT & RELEASE AGREEMENT

This Settlement & Release Agreement ("Agreement") is made as of ____________ between Stefanie Becker and The City of Burlington, Iowa ("Burlington") (collectively "parties").

1. BACKGROUND. Ms. Becker filed a petition for writ of certiorari against the City of Burlington and the City of Burlington Animal Hearing Board, Des Moines County District Court Case No. 08291 ESEQ014064, challenging the Board's determination that Plaintiff's dog ("Chunky") was vicious.

2. SETTLEMENT.

IN CONSIDERATION FOR THIS AGREEMENT, BURLINGTON AGREES AND STATES AS FOLLOWS:

(1) Ms. Becker and her family may see the dog from outside the kennel before it is euthanized;
(2) After the dog is euthanized, its body will be returned to the family for burial.

IN CONSIDERATION FOR THIS AGREEMENT, MS. BECKER AGREES, AND STATES AS FOLLOWS:

(1) Ms. Becker acknowledges that she and her family may see the dog at the shelter, but the dog must remain inside the kennel and Ms. Becker and her family must remain outside of the kennel for the safety of everyone present;
(2) Ms. Becker acknowledges that she and her family cannot be present at the time the dog is euthanized or witness the event.
(3) Ms. Becker agrees to dismiss Des Moines County District Court Case No. 08291 ESEQ014064 on or prior to February 25, 2021.

3. RELEASE. Ms. Becker, individually and on behalf of her successors and assigns, in consideration for the Settlement above in paragraph 2 releases, acquits and forever discharges Burlington, as well as all of the its employees, including, but not limited to, officers, directors, elected officials, and agents, including all subsidiary, parent and affiliate entities; the jointly and severally ("Releasees"), from any and all liability, claims, demands, and common law, statutory or other causes of action, whatsoever (including, but without limitation, those that are known, unknown, contingent, certain, anticipated, unanticipated, present, future, mature, inchoate, direct, derivative, and consequential), including damage claims of any sort, attorney's fees and costs that arise from or are related in any way to the allegations and that otherwise may arise out of events occurring prior to the date of this Agreement.
4. THIRD PARTY CLAIMANTS. Ms. Becker warrants that there are no dependents or other persons who may have a claim deriving from the issues raised in this lawsuit. Ms. Becker shall hold harmless and indemnify Releasees for any and all amounts, expenses, attorney fees, and costs that Releasees incur defending or responding to a claim, based on the facts arising of this lawsuit, made by any person who is or who claims to be a conservator, assignee, attorney-in-fact, agent, spouse, child or other dependent of Ms. Becker.

5. GENERAL PROVISIONS.

(a) Applicability on Parties. This entire Agreement applies to Ms. Becker and the Releasees. This Agreement applies to, and shall be binding upon, the parties and all their successors in interest regardless of whether such interest is acquired through assignment, sale, subrogation, equity, levy or through any other manner.

(b) Severability. If any term of this Agreement is deemed unenforceable or invalid for any reason, that term shall be severed from this Agreement and the remaining terms of this Agreement shall be given effect to the greatest extent possible without the unenforceable or invalid provision.

(c) Integration. This Agreement constitutes the entire understanding and intent of the parties. This Agreement supersedes all prior negotiations, discussions, and representations by the parties. It may not be modified unless the modification is done through a written document signed by all parties. This Agreement is made solely in reliance upon each of the parties' own knowledge, belief and judgment. No representations have been on matters that include, without limitation, issues relating to the tax consequences of this Agreement.

(d) No Admission. This Agreement is part of a settlement of uncertain and disputed claims and is not an admission of any liability or fact of any kind whatsoever. Ms. Becker understands that payment to him and his attorney is solely paid to preclude any additional litigation expenses. Ms. Becker further understands that the Releasees deny liability and responsibility for any and all of his claims.

(e) Counsel/Knowledge. All parties to this Agreement are represented by attorneys. All parties are signing this Agreement solely upon their own knowledge, belief and judgment and not upon any representation made by any other party.

(f) Applicable Law. This Agreement shall be construed pursuant to the laws of the State of Iowa. This Agreement shall not be construed either in favor of one party or against one party, but pursuant to the fair and reasonable interpretation of the language used.

(g) Additional Documents. All parties agree to take any additional action, such as, but without limitation, executing supplemental, administrative, or clerical documents that are necessary or appropriate to give full force and effect to the terms and intentions of this Agreement.
(h) **Costs/Fees.** Each party shall be responsible for paying their own costs, attorney fees, and other expenses associated with this claim and Agreement.
THE UNDERSIGNED HAS READ THE FOREGOING FULL AND FINAL RELEASE OF ALL CLAIMS AND FULLY UNDERSTANDS IT.

Stefanie Becker

DATE

Kyler Massner
Attorney for Stefanie Becker

DATE

CITY OF BURLINGTON, IOWA

By: ____________________________

DATE

(Printed name and title)

By: ____________________________

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(Printed name and title)

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RESOLUTION NO. ________

Meeting No. ________ Paper No. ________ Seconded By:______________________________

________________________________________

AYES: ________________________________

NAYS: ________________________________

Introduced By:

________________________________________

A RESOLUTION SETTING DATE FOR PUBLIC HEARING FOR CONSIDERATION OF PLANS AND SPECIFICATIONS FOR THE 2021 ROOSEVELT AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT

RESOLVED: That a Public Hearing will be held: March 15, 2021 at 5:30 p.m., in the Thomas J. Smith Council Chambers, 400 Washington Street, for CONSIDERATION OF PLANS AND SPECIFICATIONS FOR THE 2021 ROOSEVELT AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT.

BE IT FURTHER RESOLVED: That the City Clerk be directed to publish notice of said hearing in The Hawk Eye as prescribed by law.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

________________________________________

Kathleen P. Salisbury, MMC
City Clerk

________________________________________

Lynda Graham-Murray
Mayor Pro-Tem
RESOLUTION NO. ________

Meeting No. Paper No. Seconded By: ____________________________

__________________________ AYES: ____________________________

__________________________ NAYS: ____________________________

Introduced By: ____________________________

A RESOLUTION SETTING DATE FOR PUBLIC HEARING
FOR CONSIDERATION OF FISCAL YEAR 2021-2022 BUDGET

RESOLVED: That a Public Hearing will be held: March 15, 2021 at 5:30 p.m., in Council Chambers, City Hall, 400 Washington Street for CONSIDERATION OF FISCAL YEAR 2021-2022 BUDGET.

BE IT FURTHER RESOLVED: That the City Clerk be directed to publish notice of said hearing in The Hawk Eye as prescribed by law.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

Kathleen P. Salisbury, MMC Lynda Graham-Murray
City Clerk Mayor Pro-Tem
RESOLUTION NO. __________________

Meeting No. __________________ Paper No. __________________ Seconded By: __________________

Submitted By: __________________

AYES: __________________

NAYS: __________________

A RESOLUTION APPROVING APPOINTMENTS

RESOLVED: Upon recommendation of Council, the following appointments be hereby approved as indicated and the Mayor be directed to forward letters verifying said appointments:

HISTORICAL PRESERVATION COMMISSION:
Reappoint Hal Morton for three year term expiring January 5, 2024.
Reappoint David Roed for three year term expiring January 5, 2024.

APPROVED and ADOPTED this 1st day of March, 2021.

ATTEST:

Kathleen P. Salisbury, MMC
City Clerk

Lynda Graham-Murray
Mayor Pro-Tem
MEMORANDUM

TO: Kathleen Salisbury, City Clerk
FROM: Katie Music, Deputy City Clerk
DATE: February 23, 2021
RE: Committee Appointments

The following appointments will be made at the March 1, 2021 City Council Meeting:

**Historical Preservation Commission:** Commission member Hal Morton’s term expired 01/05/2021. Commission member David Roed’s term expired 01/05/2021. Both have expressed interest in serving additional three year terms. Council hereby reappoints Hal Morton and David Roed to new three year terms which will expire 01/05/2024.