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## AGENDA ITEM SUMMARY

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**Subject: Hold public hearing for application to the CDBG grant program for the clear well project, consider Resolution 103-21 approving funding application, and consider Resolution 104-21 approving an agreement with NIACOG to complete an environmental assessment**

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Recommendation: Approve Resolution Number 103-21 and approve Resolution Number 104-21

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**Background Summary:**

Per previous discussions the City is proceeding with the project to design and construct a larger clear well at the water treatment plant. We are anticipating funding a portion of the project using the Community Development Block Grant (CDBG) program.

To comply with the CDBG requirements the City must hold a public hearing prior to submitting the funding application. There are specific requirements that must be addressed during the public hearing, and Chris Diggins, NIACOG Local Assistance Director, will attend and conduct the hearing and provide the information required for the review of the grant application. The intent of the hearing is to allow for public comment regarding the activities funded under the grant.

Following the hearing, the Council will consider Resolution Number 103-21 approving a funding application to the Iowa Economic Development Authority for funding through the CDBG program. The Council will also consider Resolution Number 104-21 approving an agreement with NIACOG for the preparation of an environmental assessment report which is needed as part of the water system improvement project. The cost of the agreement is \$3,500.00

We recommend approval of both Resolution 103-21 approving the funding application and Resolution 104-21 approving the agreement with NIACOG for the environment assessment work.

**AN AGREEMENT BETWEEN  
THE NORTH IOWA AREA COUNCIL OF GOVERNMENTS  
AND  
THE CITY OF CHARLES CITY**

This Agreement is entered into by, and between, the North Iowa Area Council of Governments (herein referred to as **THE AGENCY**) and the City Council of the City of Charles City, (hereinafter referred to as **THE CITY**) for the provision of services by **THE AGENCY**, on behalf of **THE CITY**, as described herein.

It is hereby agreed by **THE AGENCY** and **THE CITY** as follows:

**SECTION 1. AUTHORITY OF AGREEMENT**

The **CITY** has authorized the Mayor to sign an agreement retaining the services of **THE AGENCY**, as herein described, and agrees to make restitution to **THE AGENCY** as prescribed herein.

**SECTION 2. SCOPE OF SERVICES**

**THE AGENCY** will provide technical assistance to **THE CITY**, for preparing and submitting an environmental assessment pursuant to the National Environmental Policy Act (NEPA) in association with the City of Charles City's water system improvement project. **THE CITY** will be responsible for publishing and any publishing costs associated with publication of public hearing notices and any findings as required by the funding agency.

**SECTION 3. TERMINATION OF CONTRACT**

**THE CITY** or **THE AGENCY** shall have the right to terminate this contract upon written notice with reasons for such termination included in said notice. Upon cancellation, **THE CITY** will be responsible for only those costs incurred by **THE AGENCY** up to, and including, the day such notice of termination is received in the offices of either **THE AGENCY** or **THE CITY**.

**SECTION 4. COST OF SERVICES**

Costs incurred for services provided by **THE AGENCY** in the project for **THE CITY** will be billed upon completion with payment by **THE CITY** due within thirty (30) days of the billing date. The cost to **THE CITY** for the services described in Section 2 shall be a lump sum fee of three-thousand-five hundred dollars (\$3,500).

**SECTION 5. ADDITIONAL PROVISIONS**

**I. ACCESS TO AND MAINTENANCE OF RECORDS.**

**NIACOG** shall maintain all required records for a period of five years, beginning with the date of submission of the final expenditure report or until all audit findings have been resolved.

At any time during normal business hours and as frequently as is deemed necessary, **NIACOG** shall make available to the IDED, the State Auditor, the General Accounting

Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract, and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel record, conditions of employment, and all other matters covered by this contract.

II. In connection with carrying out this contract, all parties shall comply with the following:

A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (PL. 88-352).

This act generally provides that no persons shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

B. SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, (42 U.S.C. 5309).

This act generally provides that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin or sex under any program or activity funded in whole or in part under Title I of this Act.

C. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, (42 U.S.C. 6101 et seq.).

This act generally provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

D. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED (P.L. 93-112).

This act generally provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

E. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, (12 U.S.C. 1701u).

This act generally provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to businesses located in the project area, or businesses owned, in substantial part, by residents of the project area.

(1). 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.

- (2). 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.
- (3). 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.
- (4). 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.
- (5). 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.
- (6). Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7). 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).

F. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED.

This act prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin.

G. EXECUTIVE ORDER 11063.

This order generally provides that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices with respect to residential property when such practices connected with loans insured or guaranteed by the federal government.

H. AMERICANS WITH DISABILITIES ACT (P.L. 101-336, 42 U.S.C.).

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

I. FEDERAL EXECUTIVE ORDERS 11246 AND 11375.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national

origin.

- (3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation, and relevant order of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter in such litigation to protect the interest of the United States."

J. LOBBYING RESTRICTION.

This order generally provides that there is a federal restriction against using CDBG funds in lobbying, and by completing the required form if lobbying should be required. It is hereby

certified that:

- (1) No Federally 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 of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally 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 contract, shall complete and submit Standard Form - LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This agreement is hereby authorized and entered into by:

\_\_\_\_\_  
Dean Andrews  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Myrtle Nelson  
Executive Director

\_\_\_\_\_  
Date

## Resolution Number 103-21

### **RESOLUTION APPROVING A FUNDING APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR A WATER SYSTEM IMPROVEMENT PROJECT; COMMITTING LOCAL FUNDS TO THE PROJECT AND SELECTING A GRANT ADMINISTRATOR IF AWARDED FUNDS**

**WHEREAS**, the City of Charles City desires to operate and maintain the municipal water system and associated appurtenances to ensure the proper treatment and distribution of safe, potable water for residents, business and industry in the City and surrounding area, and,

**WHEREAS**, The City of Charles City has developed an Engineering Report approved by the Iowa Department of Natural Resources for the proposed improvements to the water system to best serve the City and to be in compliance with state laws and regulations; and,

**WHEREAS**, funds are available through the Iowa Economic Development Authority's CDBG Water and Sewer Fund Program in order to aid in partially funding the City's proposed water system improvement activities; and,

**WHEREAS**, the City of Charles City will commit necessary local funds comprised of SRF program funds to complete the project; and,

**WHEREAS**, the City of Charles City hereby proposes to contract with the North Iowa Area Council of Governments (NIACOG), its regional council of governments, as its provider of grant administration services, contingent on award of grant funds. NIACOG has many years of experience in assisting in the successful completion of CDBG Infrastructure projects.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Charles City hereby approves an application for CDBG Water/Sewer Program funds to the Iowa Economic Development Authority for a Water System Improvement project in the amount of \$600,000, and commits to providing local funds for the project.

**BE IT FURTHER RESOLVED**, the City of Charles City hereby commits to contract with NIACOG, its regional council of governments, as its provider of grant administration services contingent on award of grant funds.

PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF AUGUST 2021.

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Dean Andrews, Mayor

**ATTEST:**

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Trudy O'Donnell, City Clerk



**RESOLUTION NO. 104-21**

*RESOLUTION APPROVING AGREEMENT WITH NIACOG TO COMPLETE ENVIRONMENTAL ASSESSMENT*

WHEREAS, the City Council of the City of Charles City, Iowa, intends to apply for a CDBG grant from the Iowa Economic Development Authority for the clear well project, and

WHEREAS, this application requires completion of an environmental study for the above mentioned project, and

WHEREAS, NIACOG has prepared an agreement with the city to perform this service for a lump sum amount of \$3,500.00 and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on the 16<sup>th</sup> day of August, 2021, that the agreement between the City of Charles City and NIACOG for completion of an environmental study be approved.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 16<sup>th</sup> day of August, 2021.

\_\_\_\_\_  
Dean Andrews, Mayor

Attest:

\_\_\_\_\_  
Trudy O'Donnell, City Clerk