

**CITY OF HAWARDEN
REGULAR CITY COUNCIL MEETING AGENDA
Hawarden City Hall – Council Chambers Room
Wednesday, February 27, 2019 at 5:30 p.m.**

Standard Agenda Items

- 1a. Approval of February 13, 2019 Council Meeting Minutes.**
- 1b. Approval of February 27, 2019 Claims for Payment**
- 1c. Open business from the Community (limited to a maximum of 5 minutes per item).**
- 2a. Mayor's Report**
- 2b. Staff Reports/Discussion**
- 2c. Council Comments**

Other Agenda Items

- 3. Presentation by Robert Ammann - Elderbridge**
- 4. Resolution 2019-03 Adopting a Final Proposed Draft Budget for Publication and Ordering a Notice of a Public Hearing on the Proposed Final Budget Estimate for FY 2019/2020.**
- 5. Resolution 2019-04 Setting a Date for Public Hearing on Urban Renewal Plan Amendment**
- 6. Consent Agenda:**
 - a. Request from Brian Engleman, dba Golf Course Clubhouse, for a Liquor License Transfer to Hawarden Community Center on Sat., March 23, 2019.**
 - b. Request from Luverne Supermarket, Inc. dba Sunshine Foods for Renewal of Class C Beer Permit and Class B Wine Permit for off-premise sales of Beer and Wine with Sunday Sales.**

Next Hawarden City Council meeting March 13, 2019

City of Hawarden

Public Meeting Procedures

These Procedural rules are to provide for the orderly conduct of City business by the City Council, with the objective of providing for full, open and comprehensive debate of issues brought before the body for action in a forum open to the public, and which encourages citizens' awareness of City Council activities. These procedures do not increase or diminish the existing powers or authority of the Mayor or City Council members, but is intended merely to serve as a general set of guidelines to assist the governmental body in conducting City business.

House Rules:

- No food or drink other than bottled water may be brought into the Council Chambers.
- Cell phones and pagers should be silenced in the Council Chambers.
- Signs and placards are not permitted in the Council Chambers.

Citizens' Right To Be Heard:

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to City Council on matters of concern. Accordingly, City Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing.
- Speakers must stand at the dais and speak into the microphone, unless unable to do so, and state your name and address for the record.
- Any citizen requesting to speak shall limit himself or herself to matters of fact regarding the issue of concern.
- Comments should be limited to five (5) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- Personal attacks made publicly toward any citizen or city employee are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the City's Personnel policies.
- Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing the City Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the Council Chambers by Police Department personnel or other agent designated by the City Council or City Administrator.

**UNAPPROVED MINUTES REGULAR CITY COUNCIL MEETING
HAWARDEN CITY HALL – COUNCIL CHAMBERS
Wednesday, February 13, 2019 at 5:30 p.m.**

The Council Meeting was called to order at 5:30 p.m.

Present: Mayor Porter; Council Members: Feldhacker, Klocke, Olson

Absent: Kurth, Bergsma

Staff Present: Mike DeBruin, City Administrator/City Clerk; Travis Waterman, Public Works

Director; Jacob Stoner, Finance Officer; Corey Utech, Chief of Police; Jim Pickner, City Attorney

Absent: None

Standard Agenda Items

1a. Approval of January 23, 2019 Regular Council Meeting Minutes.

Moved by Olson/Feldhacker to approve the January 23, 2019 Regular Council Meeting Minutes.

Motion carried 3-0.

1b. Approval of Claims for Payment.

Moved by Olson/Klocke to approve the February 13, 2019 Claims for Payment striking 53286.

Motion carried 3-0.

1c. No Open Business from the Community was held.

2a. Mayor's Report was given.

2b. Staff Reports were given.

2c. No Council Comments were given.

Agenda Items

Item 3. Request from Truesdell Oil Co. to purchase City Owned lots in the Industrial Park.

Discussion was held.

Item 4. Resolution 2019-02, a resolution of the City Council of the Incorporated City of Hawarden, Iowa Authorizing an Application to the Iowa State Revolving Loan Fund for a Water Resource Restoration Sponsored Project.

Moved by Olson/Klocke to approve.

Aye: Feldhacker, Klocke, Olson Nay: None Motion carried 3-0

Item 5. Review of FY19/20 Utility Budgets.

Discussion was held.

Item 6. Review of the FY19/20 General Fund Budgets.

Discussion was held.

Item 7. Consent Agenda

a. Request from Brian Engleman, dba Golf Course Clubhouse, for a Liquor License Transfer to Hawarden Community Center on Tues., March 12, 2019.

Moved by Feldhacker/Olson to approve.

Motion carried 3-0.

Item 8. Adjournment.

The next regular City Council Meeting will be Wednesday, February 27, 2019 @ 5:30 p.m.

Moved by Feldhacker/Klocke to adjourn the meeting. Motion carried 3-0.

Meeting adjourned at 6:21 p.m.

Ricard R. Porter, Mayor

ATTEST:

Michael De Bruin, City Administrator/City Clerk

**CITY OF HAWARDEN
COUNCIL MEETING
FEBRUARY 27, 2019**

DATE	CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	AMOUNT	TOTAL
2/22/2019	53408	ADVANTAGE ARCHIVES	LIB DIGITIZATION		\$ 125.00
2/22/2019	11140944	AFLAC	SUPP.INSURANCE	\$ 318.31	
2/22/2019	11140944	AFLAC	PRE TAX INS PRE	\$ 318.31	\$ 636.62
2/22/2019	53370	AFSCME/IOWA COUNCIL 61	UNION DUES	\$ 150.64	
2/22/2019	53370	AFSCME/IOWA COUNCIL 61	UNION DUES	\$ 150.64	\$ 301.28
2/27/2019	53372	AIRGAS USA LLC	OXYGEN	\$ 57.04	
2/27/2019	53372	AIRGAS USA LLC	OXYGEN	\$ 52.28	\$ 109.32
2/27/2019	53373	AUREON NETWORK SERVICES	TRANSIT TRAFFIC		\$ 120.25
2/27/2019	53374	B & H PHOTO-VIDEO	CBL SUPPLIES		\$ 69.85
2/22/2019	53409	BLACKSTONE AUDIO INC	LIB AUDIO BOOKS		\$ 61.88
2/27/2019	53375	BORDER STATES ELEC SUPPLY	EL CLOTHING	\$ 250.26	
2/27/2019	53375	BORDER STATES ELEC SUPPLY	STLTS LIGHTS	\$ 1,425.89	
2/27/2019	53375	BORDER STATES ELEC SUPPLY	EL RETURNED CLOTHING	\$ (88.61)	
2/27/2019	53375	BORDER STATES ELEC SUPPLY	EL CODING TAPE,PHOTO EYE	\$ 792.89	
2/27/2019	53375	BORDER STATES ELEC SUPPLY	EL CLOTHING	\$ 126.45	
2/27/2019	53375	BORDER STATES ELEC SUPPLY	EL SUPPLIES	\$ 77.43	
2/27/2019	53375	BORDER STATES ELEC SUPPLY	EL CLOTHING	\$ 304.99	\$ 2,889.30
2/15/2019	53360	BUDCO	INT SUPPLIES		\$ 95.78
2/22/2019	53410	CITY OF HAWARDEN	LIB UTILITIES		\$ 857.39
2/20/2019	11140948	CLAYTON ENERGY CORPORATION	GAS PURCHASE		\$ 75,269.68
2/22/2019	53411	COUNSEL	LIB COPIER CONTRACT		\$ 40.00
2/27/2019	53376	COYLE JON	FURNACE REBATE GAS		\$ 325.00
2/22/2019	53412	CULLIGAN WATER CONDITIONING	SERVICE		\$ 117.01
2/20/2019	11140947	DEARBORN NATIONAL	LIFE INS FEB 2019		\$ 318.89
2/22/2019	11140945	EFTPS	FED/FICA TAX		\$ 12,260.58
2/27/2019	53377	FELD FIRE	EQUIPMENT		\$ 567.96
2/27/2019	53378	FERGUSON WATERWORKS #2516	WATER METERS		\$ 2,249.63
2/27/2019	53379	FIRE SERVICE TRAINING BUREAU	FF1 & HM TRAINING FIRE		\$ 800.00
2/22/2019	53369	FLEX PLAN	URM/FLEX PLAN	\$ 886.84	

DATE	CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	AMOUNT	TOTAL
2/22/2019	53369	FLEX PLAN	URM/FLEX PLAN	\$ 886.84	\$ 1,773.68
2/22/2019	53413	GALE/CENGAGE LEARNING	LARGE PRINT BOOKS		\$ 60.57
2/27/2019	53380	GRAINGER INC	WSTWA SUPPLIES		\$ 168.25
2/22/2019	53414	GREATAMERICA FINANCIAL SVCS	LIB COPIER LEASE		\$ 116.28
2/27/2019	53381	GROEBNER	SUPPLIES	\$ 881.97	
2/27/2019	53381	GROEBNER	SUPPLIES	\$ 411.81	\$ 1,293.78
2/22/2019	53415	PETTY CASH	PETTY CASH		\$ 127.81
2/22/2019	53416	HITEC	TELEPHONE SVC LIB		\$ 80.45
2/27/2019	53382	MARY HULLEMAN	RETIREMENT BENEFIT PD		\$ 498.57
2/27/2019	53383	IAMU	WA DUES 3/19-2/20	\$ 8,964.00	
2/27/2019	53383	IAMU	GAS WELDING CLASS M.MILLER	\$ 900.00	\$ 9,864.00
2/22/2019	53367	ICMA-RC	457- ICMA	\$ 25.00	
2/22/2019	53367	ICMA-RC	457- ICMA	\$ 25.00	\$ 50.00
2/22/2019	53417	INGRAM LIBRARY SERVICES	LIB BOOKS		\$ 1,387.97
2/22/2019	53418	IOWA COMMUNICATIONS NETWORK	LONG DISTANCE		\$ 4.92
2/22/2019	11140946	IOWA DEPT OF REVENUE	STATE TAXES	\$ 1,861.00	
2/22/2019	11140946	IOWA DEPT OF REVENUE	STATE TAX	\$ 2,088.00	\$ 3,949.00
2/27/2019	53384	IOWA INFORMATION INC	GENADM CLAIMS/MINS 1/9	\$ 134.03	
2/27/2019	53384	IOWA INFORMATION INC	GENADM CLAIMS/MINS 12/26	\$ 263.48	
2/22/2019	53419	IOWA INFORMATION INC	LIB ADVERTISING	\$ 45.92	\$ 443.43
2/27/2019	53385	IOWA PRISON INDUSTRIES	ST SUPPLIES		\$ 1,104.00
2/27/2019	53386	IOWA UTILITIES BOARD	FY2018 2ND QTR DIRECT ASSESSMT		\$ 1,230.69
2/22/2019	11140942	IPERS	IPERS - CITY	\$ 7,550.77	
2/22/2019	11140942	IPERS	IPERS - POLICE	\$ 8,395.18	\$ 15,945.95
2/27/2019	53387	JEFFS RADIATOR & REPAIRS	PD OIL CHANGE		\$ 42.95
2/27/2019	53388	LONG LINES	SWITCH & CARRIER ACCESS	\$ 535.41	
2/27/2019	53388	LONG LINES	SWITCH & CARRIER ACCESS	\$ 3.37	
2/27/2019	53388	LONG LINES	SWITCH & CARRIER ACCESS	\$ 14,923.41	\$ 15,462.19
2/27/2019	53389	MANGOLD ENVIRONMENTAL	LAB FEES WSTWA		\$ 720.00
2/26/2019	11140951	MISSOURI RIVER ENERGY SVCS	ELECTRIC PURCHASE		\$ 94,407.11
2/27/2019	53391	MUNICIPAL UTILITIES	UTILITIES		\$ 14,014.15
2/22/2019	53420	NATIONAL GEOGRAPHIC KIDS	LIB SUBSCRIPTION		\$ 30.00
2/27/2019	53392	NEOPOST USA INC	INK CARTRIDGE		\$ 140.00

DATE	CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	AMOUNT	TOTAL
2/27/2019	53393	NEXSTAR BROADCASTING INC	RETRANSMISSION EELO MNTV	\$	4,593.10
2/27/2019	53394	NORTHERN SAFETY CO INC	EL SUPPLIES	\$	181.73
2/22/2019	53421	OLSONS PEST TECHNICIANS	PEST CONTROL LIB	\$	45.00
2/22/2019	53422	RANGER RICK JR	MAGAZINE SUBSCRIPTION LIB	\$	19.95
2/19/2019	53361	JOHN RENKEN	COMMUNITY CENTER REFUND	\$	200.00
2/22/2019	53423	SCHOENEMAN BROS CO	BUILDING SUPPLIES LIB	\$	40.28
2/22/2019	53424	SEBCO BOOKS	BOOKS	\$	535.49
2/27/2019	53395	SHOWTIME NETWORK INC	TV PROGRAMMING COST MONTHLY	\$	238.07
2/27/2019	53396	SILVERSTONE GROUP	GASB75 AMM VALUATION FY18	\$	2,150.00
2/27/2019	53397	SINCLAIR BROADCAST GROUP INC	RETRANSMISSION KMEG	\$	1,908.48
2/22/2019	53425	THE SIOUX CITY JOURNAL	NEWSPAPER SUBSCRIPTION LIB	\$	385.82
2/22/2019	53371	SIOUX COUNTY SHERIFF	REIMBURSEMENT	\$	394.23
2/27/2019	53398	SIOUXLAND DISTRICT HEALTH DEPT	LAB FEES WA	\$ 14.00	
2/27/2019	53398	SIOUXLAND DISTRICT HEALTH DEPT	LAB FEES WA	\$ 52.00	\$ 66.00
2/22/2019	53426	SMITHSONIAN	MAGAZINE SUBSCRIPTION LIB	\$	34.00
2/27/2019	53399	STATE HYGIENIC LABORATORY	LAB FEES	\$	815.50
2/27/2019	53400	SUBSCRIBER TECHNOLOGIES INC	TV PROGRAMMING COST MONTHLY	\$	225.00
2/27/2019	53401	TELCORDIA TECHNOLOGIES	LNP SPECIAL CHGS & FEES	\$	26.68
2/27/2019	53402	TOTALFUNDS	POSTAGE	\$	4,000.00
2/25/2019	11140950	TREASURER STATE OF IOWA	SALES TAX 2/15/19	\$	13,420.00
2/25/2019	11140949	TREASURER STATE OF IOWA	WATER SERVICE EXCISE TAX	\$	1,500.00
2/27/2019	53403	UNITYPOINT CLINIC	DRUG & ALCOHOL TESTING	\$	42.00
2/27/2019	53404	USA BLUEBOOK	WSTWA SUPPLIES	\$	153.51
2/22/2019	53427	VERNON LIBRARY SUPPLIES, INC	LOCKING DVD CASE LIB	\$	110.88
2/27/2019	53405	VISA	GENADM IMFOA CONF J.STONER	\$ 175.00	
2/27/2019	53405	VISA	GENADM ADOBE P.WAKEMAN	\$ 14.99	
2/27/2019	53405	VISA	NFPA CATALOG GAS	\$ 425.37	
2/22/2019	53428	VISA	ILA MEMBERSHIP DUES LIB	\$ 435.84	\$ 1,051.20
2/22/2019	11140941	WADDELL & REED	457- W&R	\$	400.00
2/22/2019	11140943	WELLMARK	GROUP 125 - FAM	\$ 15,500.75	
2/22/2019	11140943	WELLMARK	GROUP 125 - FAM	\$ 15,500.61	\$ 31,001.36
2/27/2019	53406	WELLS FARGO VENDOR FIN SER LLC	COPIER LEASE	\$	233.86
2/22/2019	53429	PIPPA WHITE	PROGRAM FEE	\$	325.00

DATE	CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	AMOUNT	TOTAL
2/27/2019	53407	WILLIAMS & COMPANY PC	AUDIT FINANCIAL STMT thru 1/19		\$ 4,770.00
			TOTAL ACCOUNTS PAYABLE		\$ 328,998.31
			PAYROLL CHECKS		\$ 35,457.38
					=====
			***** REPORT TOTAL *****		\$ 364,455.69
					=====
			GENERAL FUND		\$ 68,203.68
			ROAD USE TAX FUND		\$ 15,928.87
			POLICE RETIREMENT FUND		\$ 498.57
			GENERAL UTILITY ADMIN.		\$ 16,141.33
			WATER UTILITY FUND		\$ 11,807.38
			WASTE WATER UTILITY FUND		\$ 8,534.62
			ELECTRIC UTILITY FUND		\$ 114,416.68
			GAS UTILITY FUND		\$ 89,406.84
			SOLID WASTE UTILITY FUND		\$ 23.00
			TELECOMMUNICATIONS ADMIN		\$ 9,039.98
			CABLE/INTERNET UTILITY		\$ 20,499.08
			TELEPHONE UTILITY FUND		\$ 9,955.66



ELDERBRIDGE AGENCY ON AGING HEALTHY AGING PROGRAM

OVERVIEW

The goal of the program is to promote healthy aging of participants by: improving dietary intake, providing opportunities for socialization, and providing evidence based programs that help meet health and nutritional needs. Participants must be 60 years of age and older or a spouse of an eligible participant. There are no income limitations for participants, but special target populations are: low-income elderly, minority elderly, socially isolated elderly, and/or incapacitated elderly. About 39 percent of the meals are served to homebound seniors

The Elderbridge Healthy Aging Program is funded in large part under Title III-C and D of the Older Americans Act through the Iowa Department on Aging. Consequently, Elderbridge Agency on Aging is committed to assuring that the program as provided through its subcontractors meets all guidelines established for the program under the Older Americans Act and Iowa Administrative Code Chapter 321. Other funding includes program income (donations), NSIP (commodities) dollars, and local matching funds or in kind donations.

Elderbridge Agency on Aging subcontracts to public bodies and private nonprofit corporations the responsibility for the operation of the meal sites. Responsibilities of the subcontractor include:

- Assuring that all federal, state, and Elderbridge rules for the program are enforced
- Hiring and supervising the site employees
- Recruiting volunteers
- Paying the bills
- Providing supportive services

Elderbridge:

- Develops the program goals and the overall program budget,
- Funds the service to the extent funds are available,
- Monitors costs and adherence to program standards,
- Evaluates the service,
- Trains site personnel on program expectations and related regulations at least annually and more frequently as needed, and
- Offers technical assistance to subcontractors.

The Elderbridge Nutrition Program Supportive services mandated by the Older Americans Act include information and referral, nutrition education, outreach and physical activity programs. Plans for implementing these programs are worked out with Elderbridge.

Each diner is offered the opportunity to make a confidential financial contribution to the program. These monies are sent to Elderbridge monthly and are used along with other gifts and grants to supplement the federal grant in supporting the program. The program also is eligible to receive funds through SNAP (Supplemental Nutrition Assistance Program).

Menus meeting one-third Dietary Reference Intakes for adults ages 70 and over as established by the National Academy of Sciences and the nutrient standards set by the Iowa Department on Aging are prepared twice a year by the Elderbridge staff in cooperation with a Cooks' Committee and a Registered, Iowa-licensed Dietitian. These are distributed to all project-prepared sites. Subcontractors may develop their own menus if their menus are certified by a Registered Dietitian licensed in Iowa as meeting the same standards, and are submitted along with the required documentation to Elderbridge five weeks in advance for approval.

Date:



Elderbridge Agency on Aging
 Application for Funds FY '18
 APPLICANT INFORMATION SHEET

Name of Applicant: Anytown Senior Citizens, Inc. Name of Director (or President): Jane Smith

Address: 123 NW Iowa St Director's Phone: 712-555-5555 Director's E-mail: jsmith@tnt.com

City, State, Zip: Anytown, IA 50000 Geographic Area Served: Anytown, Somewhere and Whistle Stop

Checks payable to: Anytown Senior Citizens, Inc. Name of Bookkeeper: John Adams

Bookkeeper's Phone: 712-555-5444 Bookkeeper's E-mail: jadams@tnt.com

Organization is: Public Agency Private, Nonprofit Agency For Profit Agency

Services this organization currently offers are open to persons, regardless of sex, ethnicity, religion, or race. Yes No

If no, explain:

List each service included in this application	Amount requested for each service:	Contact name if different from director	Telephone	Fax	E-mail
1. Congregate and Home-delivered Meals	\$50,245.60	John Adams	712-555-5444	none	jadams@tnt.com

PROGRAM SUMMARY AND TARGETING PROJECTIONS

Service to be provided	Projected Total # of Meals Served	Cost per meal	Funds requested			Match		Total
			60+ low income	60+ minority	Rural	Moderate income	75+	
Congregate and Home-delivered meals	12,800	3.93	\$50,245.60			\$8,866.87		\$59,112.47
			Total # of Unduplicated Clients to be Served	60+ low income	60+ minority	Rural	Moderate income	75+
			70	25	1	70	35	35

SENIOR NUTRITION PROGRAM NARRATIVE

SAMPLE

All submissions for funding under the Senior Nutrition Program must include responses to the following items. Additional pages may be used. Please limit Program Narrative to a total of 3 pages.

1. List town(s) to be served.

Anytown, Somewhere, and Whistle Stop

2. Describe current evaluation procedures for staff.

The Board officers evaluate each employee's performance in April of each year. We then sit down with each employee to discuss her strengths and areas that need improvement. Together we agree on the actions she needs to take.

3. How will volunteers be involved in providing program services?

Volunteers deliver meals to home-bound clients, help sanitize and set tables before the meal, help serve the meal, and take turns counting donations with the site manager.

4. How will the Program meet its 15% match requirement?

The typical number of volunteer hours will be valued at \$7.25. Additionally, we plan to supplement staff wages in the amount of \$ 208 for the year. The value of the space donated for use by the program is \$25 a day.

5. How will outreach to the elderly be provided?

Invitations are placed in the local newspaper and church bulletins periodically. Personal invitations are issued to newly widowed seniors. Diners are encouraged to bring a friend.

6. Describe how the confidentiality of client information and contributions will be maintained.

The site manager keeps all client forms in a lockable file cabinet. Contributions are placed in envelopes and given to the site manager. The use of diner cards is encouraged to further enhance confidentiality.

Applicants for **NEW** Senior Nutrition Programs in FY'18 must also address the following:

7. Describe experience in providing nutrition services, particularly to clients age 60 and over.
8. Describe kitchen facility: type of equipment, capacity for meal production, licensed or capability for licensure. If already licensed, attach copy of current license and last inspection report.
9. Describe current staffing.
10. Describe staff training, including food sanitation.
11. Identify how fiscal accountability and bookkeeping would be provided.
12. Identify capability to provide a system for home-delivered meals.
13. Identify how program evaluation is conducted.
14. List all funding sources, amounts contributed and how the funds will be applied to the budget.

PROGRAM ASSURANCES

All recipients of Elderbridge funds agree to comply with the following conditions and/or assurances.
The applicant shall:

- A. Have the capability to deliver the program as described, and be financially accountable for the program.
- B. Agree to secure, maintain, and have on file for review, liability insurance, with sufficient coverage to meet any claims resulting from, or the act of, providing services under this program.
- C. Agree to secure, maintain, and have on file for review, all required licenses, permits or certifications for the service(s).
- D. Assure compliance with any required criminal background checks, such as criminal history and dependent adult abuse record checks, as required by law.
- E. Assure that they are not currently, nor have been in the past, prohibited from participating in the Medicare or Medical Assistance programs.
- F. Understand that funds awarded by Elderbridge may be terminated at any time for violations of any terms and requirements of the funding source.
- G. Agree not to enter into any subcontracts for the provision of services without prior approval, in writing, from Elderbridge.
- H. Have a formal grievance and appeals procedure for perceived discrimination and/or decisions that appear unfavorable to clients concerning the provision of service.
- I. In the event that you receive Senior Living Program funds, agree not to displace other funding sources or funding levels with these funds.
- J. Assure that 3rd party reimbursement will be sought first, whether that is Medicaid, Medicare or private insurance.
- K. Assure that funds are not spent for someone who is eligible for Medical Assistance Elderly Waiver Program, or other 3rd party payment source, who refuses to utilize the 3rd party funding source.
- L. Utilize these funds to serve only persons age 60 or older. In the event that you receive Senior Living Program funds, agree to serve persons age 60+ that have low or moderate income.
- M. Assure the confidentiality of all information relating to clients. Information shall not be disclosed without the individual's informed consent (or consent from his/her representative).
- N. Assure that participants have an opportunity to make confidential contributions for the service supported by Elderbridge funding.
- O. Agree to maintain records to easily identify the utilization of Elderbridge funds, and make those records available for audit and assessment for three (3) years beyond the end of the award period.
- P. Agree to submit all reports and requests for reimbursement, as specified by Elderbridge, in a timely manner.
- Q. Submit National Aging Program Information System (NAPIS) client registration forms and monthly service rosters in a timely manner.

Assurances – [cont.]

- R. Assure funds will be released for which appropriate use is not anticipated according to respective Elderbridge reallocation process.
- S. Understand that failure to generate the match requirement, whether it be cash or in-kind, may result in a suspension of Elderbridge funding.
- T. Operate within the requirements of the *Older Americans Act and IAC 321, Chapter 7*.

I, Jane Smith agree to comply with the conditions and assurances listed above.
(Name of Applicant President/Administrator)

April 14, 2017
Date

GENERAL SERVICE REQUIREMENTS:

To be eligible for Senior Nutrition Program funding, applicants must meet the following minimum requirements:

1. Make services available to people 60+ with special emphasis given to those with the greatest economic or social needs.
2. Generate a 15% match. This match may be generated from cash (local public funds or private funds), and/or in-kind. Program income (client contributions) cannot be used as match for Older Americans Act federal funds and must be spent to provide additional meals in the fiscal year contributed.
3. Provide each eligible participant (i.e., any person age 60 or over, that person's spouse, an individual with disabilities who resides with that person, or, if the meal site is located in a senior housing complex, a person living in the senior housing complex who is disabled) with an opportunity to contribute voluntarily to the cost of the service.
4. Protect the privacy of each older person with respect to his or her contributions.
5. Establish appropriate procedures to safeguard and account for all contributions.

Each funded nutrition program provider:

1. Must post the meal cost and suggested contribution range for eligible diners as designated by Elderbridge, and charge each ineligible diner the full, posted cost for each meal.
2. May NOT deny a meal to a) any person age 60 or over, b) that person's spouse, c) an individual with disabilities who resides with that person, or, d) if the meal site is located in a senior housing complex, a person living in the senior housing complex who is disabled, because the older person will not or cannot contribute to the cost of the meal.
3. Will be responsible for submitting completed client registration forms and monthly service rosters in accordance with established policy.
4. Will be responsible for assuring that the program provides activities of interest to older adults on each day the congregate meal site is open. Such activities are to include nutrition education at least monthly, health promotion information and other activities required by state and federal regulations.

Congregate/Home Delivered Meals (meal): for Older Americans Act Senior Nutrition Program only – Provides an eligible client or other eligible participant in a group setting or at a client's place of residence a meal, which: **(a)** complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture); and **(b)** provides, if one meal is served, a minimum of 33 and 1/3 percent of the current daily recommended dietary allowances (RDA) for adults age 70 and over.

APPLICATION INSTRUCTIONS

Completed Application Must Include:

1. **Applicant Information Sheet:** Submit completed Form A. (To complete Form A, you must also complete Forms B and C). *A Detail Explanation for Form A and Sample of a completed Form A is included in the packet.*

- a. **Program Summary**

Include services for which funding is requested (i.e., congregate meals, home-delivered meals, or congregate/home-delivered meals).

- b. **Units of Service and Targeting Projections**

Projected total number of meals served:

Based on the current average number of meals served daily and the general growth or decline of the program, project the number of meals that will be served in fiscal year 2019. You may consult with the Nutrition Coordinator assigned to your area regarding projected number of meals.

It is anticipated that there will be 253 serving days in fiscal year 2019. This assumes that meals will not be served on: July 4, Labor Day, Thanksgiving, December 25, January 1 & Memorial Day. If you plan to serve on one of these days, add the number of days to the 253 norm.

For any holidays you do not plan to serve congregate meals but will send out a holiday home-delivered meals, add the number of home-delivered meals per day and the number of holidays covered under the holiday home-delivered meals column.

If there are other days that you will not be serving, subtract them from the 253 average.

Definitions:

- i) **Minority Status:** a person who identifies himself according to the following race or ethnic categories: African American - Not of Hispanic Origin, Hispanic Origin, American Indian or Alaskan Native, Asian American/Pacific Islander
- ii) **Low Income for Older Americans Act funded services:** Income is below **\$12,060 a year for one person** or below **\$16,240 a year for a couple**.
- iii) **Moderate Income:** Income is **below \$36,180 a year for one person** or below **\$48,720 a year for a couple**.
- iv) **Rural:** areas that include incorporated places or census designated places with 20,000 or less inhabitants. Only Mason City and Fort Dodge would be considered non-rural.
- v) **Eligible Individual:** A person who is at least 60 years of age, that person's spouse regardless of age, or a dependent adult with disabilities attending the meal site with the parent who is age 60 or over, or an adult with disabilities who dines at the meal site located in the senior housing complex where the individual lives.

c. Formula to compute the required minimum match for Senior Nutrition Program Congregate and Home-Delivered Meals (only):

Multiply requested federal (Elderbridge) share of funding x 0.15, then divide that resulting number by 0.85 = Required Minimum Applicant Match (15%)

[NOTE: Forms B & C – Senior Nutrition Program Budget – have been reformatted to show 100% of the local match provided. The *required minimum match* is calculated on only the amount of federal funding requested from Elderbridge.]

- 2. Forms B & C Unit Cost Worksheets:** Complete Forms B & C. Only include local match amounts if you are fairly certain of the amounts. Match can include any donations, cash or in-kind.

54105 Supplies: Includes all materials and supplies necessary to carry out the program such as: envelopes, check printing, garbage bags, soaps, and detergents.

54205 Disposables: Includes paper plates, cups, napkins, straws, and other items intended for one-time meal service.

57105 & 57405 Purchased Food & Catered Meals: Estimate the food cost per meal. Food inflation for FY 2018 is expected to be flat.

57605 Misc Food Costs: For sites catering food to other sites, this would be transportation costs associated with getting food to the site, such as mileage or a stipend.

Maximum unit cost/ Cost limitations:

50105, 50155 Personnel: Maximum hours that can be reimbursed are based on the program policy (see the enclosed personnel policy or the subcontractor manual). The employer may choose to use local funds to pay for additional hours or a higher hourly rate. [NOTE: Any increase in Elderbridge's reimbursable hourly rate is dependent on an increase in federal funding.]

51205 Telephone: Long distance charge for calls between cook site and satellite sites. Calls to Elderbridge offices should be made using the 800 number.

51405 Utilities: Maximum reimbursement available for preparing and serving meals = \$12/day of meal service (cook kitchens) and \$6/day (catered sites).

51505 Trash: Trash removal fees may be included only for the portion attributable to the Senior Nutrition Program.

52105 Travel: Travel for site staff and subcontractor to Elderbridge-required or sponsored meetings will be reimbursed at \$0.405 per mile. Carpooling is encouraged.

58405 Liability Insurance: Product liability and the portion of Building liability insurance attributable to the Senior Nutrition Program only are eligible for partial reimbursement.

55405 Audit: Only the Senior Nutrition Program's share of the required audit is reimbursable. This does not include the audit for workers' comp, which is included in the workers' comp premium.

58305 Advertising: Only advertising costs related to posting an open, Elderbridge-supported, Senior Nutrition Program staff position is reimbursable.

These maximum rates may be modified if anticipated funding decreases. Other maximum reimbursement levels may be established based on availability of funding.

- 3. Program Narrative:** (A sample narrative is included in your materials)
Submit a Senior Nutrition Narrative per Application Form D. Current Senior Nutrition Program Subcontractors need to address items 1-7 only. Applicants for new Senior Nutrition Programs need to address items 1-14.
- 4. Program Assurances signed by authorized representative.**
- 5. Applicant Checklist**

GENERAL SERVICE REQUIREMENTS:

To be eligible for Senior Nutrition Program funding, applicants must meet the following minimum requirements:

1. Make services available to people 60+ with special emphasis given to those with the greatest economic or social needs.
2. Generate a 15% match. This match may be generated from cash (local public funds or private funds), and/or in-kind. Program income (client contributions) cannot be used as match for Older Americans Act federal funds and must be spent to provide additional meals in the fiscal year contributed.
3. Provide each eligible participant (i.e., any person age 60 or over, that person's spouse, an individual with disabilities who resides with that person, or, if the meal site is located in a senior housing complex, a person living in the senior housing complex who is disabled) with an opportunity to contribute voluntarily to the cost of the service.
4. Protect the privacy of each older person with respect to his or her contributions.
5. Establish appropriate procedures to safeguard and account for all contributions.

Each funded nutrition program provider:

1. Must post the meal cost and suggested contribution range for eligible diners as designated by Elderbridge, and charge each ineligible diner the full, posted cost for each meal.
2. May NOT deny a meal to a) any person age 60 or over, b) that person's spouse, c) an individual with disabilities who resides with that person, or, d) if the meal site is located in a senior housing complex, a person living in the senior housing complex who is disabled, because the older person will not or cannot contribute to the cost of the meal.
3. Will be responsible for submitting completed client registration forms and monthly service rosters in accordance with established policy.
4. Will be responsible for assuring that the program provides activities of interest to older adults on each day the congregate meal site is open. Such activities are to include nutrition education at least monthly, health promotion information and other activities required by state and federal regulations.

Congregate/Home Delivered Meals (meal): for Older Americans Act Senior Nutrition Program only – Provides an eligible client or other eligible participant in a group setting or at a client's place of residence a meal, which: **(a)** complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture); and **(b)** provides, if one meal is served, a minimum of 33 and 1/3 percent of the current daily recommended dietary allowances (RDA) for adults age 70 and over.

**NUTRITION PROGRAM
BUDGET
July 1, 2018 - June 30, 2019**

Form C

Site	<u>Assumptions</u>		Holiday HDM	Total Meals	
	Number of meals /day	Number of meals/year			
_____			253		
1.	<u>PERSONNEL* (From Form B)</u>		Elderbridge Support	Local Match	Total Cost
	50105 Total Site Manager Wages				
	50155 Total Cook Wages				
	50175 Total Other Wages				
	50205 Total Fringe Benefits				
	TOTAL PERSONNEL				
2.	<u>PREMISES</u>				
	51205 Telephone*				
	51405 Utilities*				
	51505 Trash Removal				
	51705 Pest Control				
	Space/Rent*				
	TOTAL PREMISES				
3.	<u>TRAVEL*</u>				
	52105 Site Personnel	_____ miles			
	TOTAL TRAVEL				
4.	<u>SUPPLIES</u>				
	54105 Supplies*				
	54205 Disposables*				
	TOTAL SUPPLIES				
5.	<u>FOOD</u>				
	57105 Purchased Food	_____ x no. meals per year			
	57405 Catered Meals	_____ x no. meals per year			
	57605 Misc Food Costs*	_____			
	TOTAL FOOD				
6.	<u>OTHER</u>				
	58105 Postage*				
	58355 Bonding*				
	58405 Liability Insurance*				
	58155 Laundry				
	55405 Audit*				
	58305 Advertising*				
	57305 Commodity Freight & Storage				
	TOTAL OTHER				
7.	GRAND TOTAL				

Average Cost Per Meal _____

* See explanation on pg. 3 of Instructions.

PERSONNEL CALCULATIONS

Form B

PERSONNEL				Elderbridge Support	Local Match	Total Cost
<u>Wages</u>						
Site Manager						
50105	Wages	_____ hrs/day	253 X \$ _____			
50105	Training	_____ hrs x	\$ _____			
Satellite Site Manager						
50105	Wages	_____ hrs/day	253 X \$ _____			
50105	Training	_____ hrs x	\$ _____			
50105	Wages	_____ hrs/day	253 X \$ _____			
<u>TOTAL SITE MANAGER WAGES</u>						
Head Cook						
50155	Wages	_____ hrs/day	253 X \$ _____			
50155	Training	_____ hrs x	\$ _____			
Asst. Cook						
50155	Wages	_____ hrs/day	253 \$ _____			
50155	Training	_____ hrs x	\$ _____			
Asst. Cook						
50155	Wages	_____ hrs/day	253 X \$ _____			
50155	Wages	_____ hrs/day	253 X \$ _____			
<u>TOTAL COOK WAGES</u>						
Other						
50175	Wages	_____ hrs/day	253 X \$ _____			
<u>TOTAL OTHER WAGES</u>						
<u>TOTAL WAGES</u>						
Fringe Benefits						
50205	FICA (6.2%)					
50205	Medicare (1.45%)					
50205	Unemployment					
50205	Worker's Compensation					
50205	IPERS (8.93%)					
<u>TOTAL FRINGE</u>						
<u>TOTAL PERSONNEL</u>						

**CONTRACTUAL AGREEMENT
OF THE ELDERBRIDGE AGENCY ON AGING
NUTRITION PROGRAM FOR THE ELDERLY**

This Agreement is between Elderbridge Agency on Aging, referred to in this document as “Contractor”, and «Title», herein referred to as “Subcontractor/Sub recipient”.

1. EFFECTIVE TERM. This Agreement is based on the availability of Federal funding and shall be effective as of July 1, 2019, and be in force until June 30, 2019. The agreement may be extended for a maximum of four, one-year terms at the discretion of Contractor with an annual adjustment based on Subcontractor/Sub recipient performance and the availability of federal funding.
 2. PURPOSE AND RELATIONSHIPS. The parties have entered into this Agreement for the purpose of providing meals and other nutrition services, including outreach and nutrition education. Contractor will monitor Subcontractor/Sub recipient to assure that there is compliance with the Older Americans Act. Subcontractor/Sub recipient shall be responsible for providing nutrition services in compliance with the Older Americans Act.
 3. IDENTIFICATION OF PROJECT. Subcontractor/Sub recipient shall be responsible for the Older Americans Act (OAA), Title III-C Nutrition Services, as amended in 2006, at the following site(s):
 - «Site»
 - «Site_Address»
 - «Site_Town»
- No meal sites or home-delivered meal programs may be added or closed nor may the location of the above-named meal site(s) be changed without prior written authorization from Contractor. Subcontractor/Sub recipient must submit a letter of request with justification for the change to Contractor. Contractor will approve or deny the change of existing site location(s) or addition or closing of a site in writing.
4. REIMBURSEMENT. The Contractor shall pay the Subcontractor/Sub recipient upon justification of expenditures by the Subcontractor/Sub recipient. The Contractor shall make such payment on a reimbursable basis to the Subcontractor/Sub recipient no more frequently than once a month. The final claim will be credited against the original payment advance agreed upon by both parties. Total reimbursement under this contract shall not exceed «budget», which includes the amount of any donations received for meals and applied to the subcontractor’s/sub recipient’s expenses.
 5. AMENDMENTS. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
 6. DUTIES OF SUBCONTRACTOR/SUBRECIPIENT. The Subcontractor/Sub recipient shall:
 - A. Provide nutrition services including meals, nutrition education, and outreach. Outreach activities must assure that the maximum number of elderly individuals, with emphasis

on the minority, the frail, those with greatest social and economic need and those with disabilities, will have opportunity to participate.

- B. Be responsible for the day-to-day operation of the meal program.
- C. Employ personnel to provide services included under this Agreement and pay all expenses. Subcontractor/Sub recipient shall hire and dismiss all its site employees in accordance with applicable Federal, State and Local policies and job descriptions. Subcontractor/Sub recipient shall comply with all provisions of federal, state and local laws, rules and executive orders, which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. [See Attachment A.] Subcontractor/Sub recipient shall insure that its employees, agents and Subcontractor/Sub recipients comply with the provisions of this clause.
- D. Provide bookkeeping and payroll functions of the nutrition program for each meal site location. All reports shall be submitted to Contractor upon request in a timely manner. Subcontractor/Sub recipient shall timely file all tax returns with the Internal Revenue Service, Iowa Department of Revenue and Iowa Workforce Development Center. Contractor shall not withhold taxes on behalf of Subcontractor/Sub recipient (unless required by law). Subcontractor/Sub recipient shall be responsible for payment of all taxes, fees and charges when due.
- E. Comply with all applicable Federal, State, and Local laws and regulations pertaining to wages and hours of employment of personnel.
- F. Comply with all applicable Federal, State, and Local laws and regulations pertaining to providing a drug-free workplace.
- G. Use OAA Title III-C and Nutrition Services Incentive Program (NSIP) funds only for the Congregate or Home-Delivered Meals program and pay all nutrition program bills in a timely manner.
- H. Comply with all applicable Federal, State, and Local laws, rules, ordinances, orders and regulations, including those governing health, fire, safety, and sanitation at all food preparation and serving centers, and display all applicable licenses, permits, menus, and other necessary documents. Subcontractor/Sub recipient shall insure that its employees, agents and Subcontractor/Sub recipients comply with the provisions of this clause.
- I. Serve to qualified participants (any person age 60 and over and his or her spouse, regardless of spouse's age, and any individual with disabilities who resides with an eligible older adult) a minimum of, one (1) hot meal per day, a minimum of five (5) days per week, fifty-two (52) weeks per year, unless approval to serve fewer days is given by Contractor and the Iowa Department on Aging.
- J. Subcontractor/Sub recipient shall post the suggested contribution rate prescribed by Contractor for eligible participants and accept contributions to the program as prescribed by the Older Americans Act. No eligible diner shall be denied service due to inability to make a donation. Any monies donated to the program belong to the Contractor and any of those monies applied against the Subcontractor's/sub recipient's monthly expenses are considered to be reimbursement toward the amount listed in item 4.

- K. Serve:
- 1) Meals which follow the menus and recipes supplied or approved by Contractor, and which meet the nutritional requirements prescribed by the U.S. Department of Health and Human Services for OAA Nutrition Services and any additional requirements as may be established by the State of Iowa; and
 - 2) Such other food as may be agreed upon by Contractor and Subcontractor/Sub recipient; and
 - 3) Food that has been held at the appropriate temperature and for less than two hours from preparation to serving.
- L. Purchase the food required for the meals and other food served under this Agreement from a Contractor-approved primary vendor unless Subcontractor/Sub recipient can demonstrate that purchasing a specific food item from another source is more cost effective. Subcontractor/Sub recipient agrees to provide proof of cost effectiveness to Contractor upon request.
- M. Subcontractor/Sub recipient shall maintain adequate storage and shall inventory and control all foods to insure that their use is in conformance with this contract and food safety guidelines. Subcontractor/Sub recipient shall give Contractor ready access to the food storage area and to the inventory control records on the purchased food for inspection and review as necessary.
- N. Protect the anonymity and maintain the privacy of all qualified participants in all matters and shall comply with the provisions of the Health Information Portability and Accountability Act of 1996, as applicable and as outlined in Attachment B.
- O. Use a confidential system to collect cash contributions from all persons served by the meal site. A record of each day's total cash contributions shall be kept at each meal site. The amount of cash contributions for each month at each site shall be reported to Contractor on the Monthly Report.
- P. Keep an accurate daily record of the number of all meals served to OAA Title III-C eligible participants and, separately, all meals served to ineligible diners. These records shall be totaled each month and the monthly totals transmitted to Contractor on the Monthly Report and Rosters.
- Q. Serve all eligible participants first. Meals served to ineligible diners are to be charged the Contractor's posted full meal cost.
- R. Prepare food or order catered meals according to the day's reservations.
- S. Deposit cash contributions from each site daily, where possible, in an interest-bearing account (if available) in a local bank. Deposits shall be made by Subcontractor/Sub recipient or bonded designee. Deposit slips for these local bank deposits shall be kept on file by Subcontractor/Sub recipient.
- T. Maintain all necessary fidelity and liability insurance to protect Subcontractor/Sub recipient and Contractor, and maintain worker's compensation insurance and unemployment insurance on all OAA Title III-C personnel. Subcontractor/Sub recipient agrees to provide proof of insurance to Contractor upon request. Any insurance carried beyond contractor requirement for product and premises liability will be paid from other Subcontractor/Sub recipient funding sources.

- U. Maintain all records bearing upon food service operations and make these available to Contractor upon request. Subcontractor/Sub recipient shall maintain any additional records Contractor may request to meet the requirements of the Senior Nutrition Program. All such records shall be kept on file for five years after the end of the Federal fiscal year (October 1 through September 30) to which they pertain. Contractor, the auditors of the U.S. Department of Health and Human Services, U.S. Department of Agriculture, and the U.S. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place. Authorized representatives of the program, the Iowa Department on Aging, and the U.S. Department of Health and Human Services shall have the right to conduct on-site administrative reviews of the Senior Nutrition Program.
 - V. Bond site manager and bookkeeper handling OAA Title III-C monies and cash contributions or project income.
 - W. Develop and maintain an emergency plan to prepare for and respond to all reasonable-anticipated emergencies such as, but not limited to, fire, flood, blizzard and health epidemic. Report the occurrence or suspected occurrence of a food-borne illness to Contractor within twelve (12) hours.
7. AUTHORITY OF CONTRACTOR. Contractor shall have the right and authority:
- A. To visit and inspect the premises of all food storage, meal preparation, and meal service areas and/or sites to determine the adequacy of the compliance of each to OAA Title III-C Federal and State regulations and requirements.
 - B. To determine the adequacy of Subcontractor/Sub recipient's storage practices and record keeping so as to insure the safekeeping of all food and consumable supplies, regardless of source (donated or purchased for the project) and in connection therewith to have ready access to the related inventory control record for each.
 - C. To require the Contractor's menus be used or copies of alternate menus to be served by Subcontractor/Sub recipient be certified by a registered dietitian licensed in the state of Iowa and submitted to Contractor for review at least five weeks in advance of serving, so that they can be submitted to the Iowa Department on Aging in advance of serving.
 - D. To require that transportation and delivery and serving of meals to qualified participants meet OAA Title III-C Senior Nutrition Program requirements and any additional requirements as may be established by the State of Iowa.
 - E. To inspect the meals as prepared and/or delivered and served, to determine compliance with Title III-C provisions of the Older Americans Act's requirements, and to withhold payment for meals not meeting prescribed requirements.
 - F. To request copies of all health and sanitation and fire safety inspection reports of the meal preparation and serving center from Subcontractor/Sub recipient.
 - G. To have access to Subcontractor/Sub recipient's records of purchased food, catered meals, equipment, and other consumable supplies for review and audit, as necessary.
 - H. To require that Subcontractor/Sub recipient's employees and volunteers be in conformity with the Health Department's requirements for these personnel.
 - I. To require that Subcontractor/Sub recipient's employees be at least the number agreed upon by Contractor and Subcontractor/Sub recipient, as set out in the current site budget.

- J. To inspect at any time the food preparation, storage, and service areas to determine the adequacy of Subcontractor/Sub recipient's cleaning, sanitation, and safety practices.
 - K. To require that all weekly, monthly, quarterly, yearly, and other requested reports be completed and submitted to Contractor on or before the due date specified.
 - L. To monitor and assess any or all facets or components of the OAA Title III-C Nutrition Program periodically.
 - M. To provide, in cooperation with Subcontractor/Sub recipient, in-service training for all OAA Title III-C Nutrition Program staff.
 - N. To assist Subcontractor/Sub recipient with public relations or publicity efforts.
8. USE OF ASSETS. All equipment, supplies, and utensil items shall be used for the OAA Nutrition Program if purchased under this Agreement. Subcontractor/Sub recipient shall restore such property to Contractor in the same condition as when originally made available to Subcontractor/Sub recipient, reasonable wear and tear excepted. Subcontractor/Sub recipient shall repair any of such property of Contractor which becomes damaged. Subcontractor/Sub recipient shall maintain Contractor's equipment and property in good working order. Non-program use of supplies and food is not permitted. Non-program use of the equipment and utensil items is permitted in proportion to the amount contributed by Subcontractor/Sub recipient toward the purchase price. When equipment is used for non-program purposes, Subcontractor/Sub recipient will ensure that the equipment and food preparation area shall be maintained in good working order and sanitized as required by the 2005 Food Code. Disposition of these assets require the expressed approval of Contractor. When assets acquired with these funds are (a) sold, (b) no longer available for use in a federally sponsored program, or (c) used for purposes not authorized by the award and have a residual market value of \$500 or more, then federal government equity in the assets must be refunded in the same proportion as federal participation in its cost.
9. DEFAULT AND TERMINATION. Either party may terminate this Agreement, without penalty or incurring further obligation, by giving 60 days written notice to the other party.
- A. Contractor may immediately terminate this Agreement if the terms and conditions are not fully met by Subcontractor/Sub recipient, by giving 10 days notice in writing of its intention to do so for the following:
 - 1) In the event Subcontractor/Sub recipient is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect; or
 - 2) Contractor determines that the actions, or failure to act, of Subcontractor/Sub recipient, its agents, employees or Subcontractor/Sub recipients have caused, or reasonably could cause, a client's life, health or safety to be jeopardized; or
 - 3) Subcontractor/Sub recipient, its agents, employees or Subcontractor/Sub recipients fail to comply with confidentiality laws or provisions.
 - B. Contractor shall have the right to terminate this Agreement without penalty by giving sixty days written notice to Subcontractor/Sub recipient as a result of any of the following:

- 1) Adequate funds are not appropriated by the legislature to allow the Contractor to operate as required and to fulfill its obligations under this Agreement, or
 - 2) Funds are de-appropriated, not allocated, or if funds needed by Contractor, at the Contractor's sole discretion, are insufficient for any reason; or
 - 3) Contractor's authorization to conduct business is withdrawn or there is a material alteration in the programs Contractor administers.
- C. Contractor shall have the right to amend this Agreement without notice and without penalty when doing so in response to emergency or disaster situations for safe and timely continuity of critical services and the restoration of normal living conditions for elders.
10. LIABILITY. No party assumes liability or responsibility for the negligent or wrongful acts of the others.
- A. Subcontractor/Sub recipient is personally and solely responsible for Subcontractor/Sub recipient's conduct, action and omissions to act. If a claim is made against Contractor based upon the negligent, incorrect or wrongful or other actions or conduct or omissions to act on the part of Subcontractor/Sub recipient, then Subcontractor/Sub recipient shall indemnify and hold Contractor harmless from any and all costs, expenses, claims and damages related thereto, including costs of providing a defense. Subcontractor/Sub recipient shall defend any suit against Contractor alleging personal injury, sickness, or disease arising out of the consumption of the food served.
 - B. Contractor shall promptly notify Subcontractor/Sub recipient in writing of any claims against Subcontractor/Sub recipient or Contractor, and in the event of a suit being filed, shall promptly forward to Subcontractor/Sub recipient all papers in connection therewith. Contractor shall not incur any expense or make any settlement without Subcontractor/Sub recipient's consent. However, if Subcontractor/Sub recipient refuses or neglects to defend any such suit, Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to Subcontractor/Sub recipient.
11. SAVINGS CLAUSE. If any portion of this Agreement is adjudicated to be invalid or unenforceable, such portion shall be deleted and such deletion shall only apply to such portion with the remainder of this Agreement remaining valid and enforceable.
12. CAPTIONS. Captions are for convenience and shall not affect interpretation.
13. GOVERNING LAW. The laws of the State of Iowa shall govern this Agreement.
14. WAIVER. A waiver by either party, whether in writing or by failure to require performance or to claim a breach of any provision by the other party will not operate or be construed as a waiver of any subsequent breach.
15. BINDING EFFECT. This Agreement applies to and is binding upon the successors and assigns of the parties.
16. NOTICES. Any notice required or permitted to be given under this Agreement will be sufficient if in writing, personally delivered or sent by mail, postage prepaid, to the mailing

addresses of the parties which are set forth beneath their signatures. A party who changes its address shall promptly give written notice of the change to the other party.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

"CONTRACTOR"

Elderbridge Agency on Aging

By: _____

Dated: _____

Steve Ehrhardt, Board President

22 N. Georgia Avenue, Suite 216

Mason City, Iowa 50401

Telephone: 641-424-0678

EIN: 42-1155559

"SUBCONTRACTOR/SUB RECIPIENT"

«Title»

By: _____

Dated: _____

(print or type name and title)

«Address»

«City», «State» «PostalCode»

EIN: «EIN»

In lieu of Subcontractor/Sub recipient sending copies of tax returns and other legal forms to Contractor, please fill in blanks below with dates indicating when the following returns or forms were last completed and filed. (Write n/a if form is not applicable to Subcontractor/Sub recipient.)

_____ . IRS 940

_____ IRS 990 or _____ IRS 1120

_____ IA. Biennial Report for Non-profit Corporation

RESOLUTION NO 2019-03
ADOPTING A FINAL PROPOSED DRAFT BUDGET FOR PUBLICATION AND
ORDERING A NOTICE OF A PUBLIC HEARING ON THE PROPOSED FINAL
BUDGET ESTIMATE FOR FY 2019-2020

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hawarden, Iowa, as follows:

Section 1. The final proposed draft budget for Fiscal Year 2019-2020 is adopted and the City Clerk is hereby directed to publish a notice of public hearing on the final proposed draft budget (draft estimate).

Section 2. The Council shall make a final determination on the proposed budget following a public hearing, which shall be held on March 13th, 2019 at the Council Chambers in the City Hall at 1150 Central Avenue.

Passed and approved February 27, 2019.

Ricard R. Porter, Mayor

Attest:

Michael DeBruin, City Administrator/City Clerk

RESOLUTION NO. 2019-04

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment

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

WHEREAS, an amendment to the Plan has been prepared which would facilitate the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (1) using tax increment financing to pay the costs of constructing improvements to Main Street; (2) using tax increment financing to pay the costs of the City’s Urban Renewal Planning and Administrative Support Program; and (3) using tax increment financing to pay the costs of employing an economic development director to administer the City’s urban renewal program, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet at the Hawarden City Council Chambers, Hawarden, Iowa, on March 27, 2019, at 5:30 o’clock p.m., at which time and place it will hold a public hearing on the proposed amendment to the Plan for the Urban Renewal Area.

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

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this February 27, 2019.

Mayor

Attest:

City Clerk

**NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT**

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the City of Hawarden Council Chambers, Hawarden, Iowa, on March 27, 2019, the City Council of the City of Hawarden, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Consolidated Hawarden Urban Renewal Area to facilitate the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (1) using tax increment financing to pay the costs of constructing improvements to Main Street; (2) using tax increment financing to pay the costs of the City's Urban Renewal Planning and Administrative Support Program; and (3) using tax increment financing to pay the costs of employing an economic development director to administer the City's urban renewal program. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Mike DeBruin
City Clerk

CITY OF HAWARDEN, IOWA
URBAN RENEWAL PLAN AMENDMENT
CONSOLIDATED HAWARDEN URBAN RENEWAL AREA

March, 2019

The Urban Renewal Plan (the “Plan”) for the Consolidated Hawarden Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Main Street Improvements Project

Name of Urban Renewal Area: Consolidated Hawarden Urban Renewal Area

Date of Council Approval of Project: March 27, 2019

Description of Project and Project Site: The Main Street Improvements Project will include (i) street grinding and resurfacing; (ii) the construction of street and curb and gutter improvements; (iii) the installation of street lighting; and (iv) the incidental utility, landscaping, site clearance and cleanup work related thereto on and along Main Street from and including its intersection with 7th Street to and including its intersection with 10th Street in the Urban Renewal Area.

It is expected that the completed Main Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial and industrial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Main Street Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Main Street Improvements Project with borrowed fund and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Main Street Improvements Project will not exceed \$900,000.

B.

Name of Project: Fiscal Year 2021-2025 Urban Renewal Administration and Professional Support Program (the “Admin Program”)

Name of Urban Renewal Area: Consolidated Hawarden Urban Renewal Area

Date of Council Approval of Admin Program: March 27, 2019

Description of Project: The City will provide administrative and professional support to its urban renewal projects and initiatives in the City’s 2021 through 2025 fiscal years. This support will include planning, staffing, marketing, grant writing and administration, document support, record management, accounting, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

Description of Use of TIF: The City will fund its support contributions under the Admin Program from the proceeds of internal advances (the “Advances”) of cash on hand. The City’s annual contributions will be determined from year to year. The City will repay the Advances from incremental property tax revenues to be derived from the Urban Renewal Area. The total amount of incremental property tax revenues to be applied to the City’s Admin Program for the City’s fiscal years 2021 through 2025 shall not exceed \$75,000.

C.

Name of Project: Urban Renewal Economic Development Director Support Program

Name of Urban Renewal Area: Consolidated Hawarden Urban Renewal Area

Date of Council Approval of Program: March 27, 2019

Description of Program: The City Council acknowledges the importance of the promotion of economic development in the Urban Renewal Area. The City intends to hire an individual to serve as an economic development director for the City (the “Economic Development Director”) to carry out economic development support programs, promotional events, initiatives and activities in the Urban Renewal Area. The Economic Development Director will be responsible for providing technical assistance to and administering the City’s urban renewal program.

Description of Use of TIF for the Program: It is anticipated that the City will pay for the Urban Renewal Economic Development Director Support Program with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligation will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the City’s fiscal years 2021 through 2025 Urban Renewal Economic Development Director Support Program will not exceed \$225,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$4,715,648</u>
Outstanding general obligation debt of the City:	<u>\$1,252,686</u>
Proposed maximum indebtedness to be incurred in connection with this March, 2019 Amendment:*	<u>\$1,200,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.