



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
FIRE DEPARTMENT TRAINING ROOM,
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, SEPTEMBER 1, 2020

*****To reduce the spread of the COVID-19 illness, members of the public interested in attending the meetings may choose to participate by electronic meeting (ZOOM) access. To request a Zoom link and password, please contact jrosien@washingtونيowa.gov or bhinson@washingtونيowa.gov prior to the meeting time.**

The physical meeting will still be open to the public. However, if you would like to submit comments for the Council's information, please provide these either to either of the above listed email addresses or to any City Councilor.

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, September 1, 2020 to be approved as proposed or amended.

Consent:

1. Council Minutes August 18, 2020
2. Garden & Associates, S. Ave. E Street Reconstruction, \$6,212.78
3. Garden & Associates, 2020 Sealcoat Improvements, \$182.50
4. Garden & Associates, Buchanan Street Paving Project, \$4,882.71
5. Garden & Associates, Whitesell Survey and Subdivision, \$2,590.21
6. Garden & Associates, North Avenue D Sidewalk Investigation, \$4,462.98
7. Garden & Associates, Construction Administration and Staking, Wellness Park Completion, \$9,516.83
8. Bolton & Menk, Taxilane for Fuel Facility Construction Phase, \$5,120.00
9. Greg Bruty Construction, South Avenue B Paving, \$50,805.00
10. Fox Engineering, Water Distribution System Study, \$2,920.50
11. Fox Engineering, N. 4th Ave. Street and Utility Improvements, \$20,765.30

12. Municipal Pipe Tool, SE Basin I & I Reduction-Phase I, \$28,312.56
13. TEAM Services, City Hall/Police Station Project, \$1,208.02
14. TEAM Services, N. 4th Avenue Improvements Project, \$2,249.53
15. Cornerstone Excavating, N. 4th Avenue Improvements Project, \$407,639.14
16. Department Reports

Consent – Other:

Claims & Financial Reports:

Claims for September 1, 2020

SPECIAL PRESENTATION

- 2020 Hospice Virtual 5K Memorial Walk/Run Honor Banner Display Request.
- Washington High School Homecoming Parade and Marching Band Escort Requests.

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes.

PUBLIC HEARING

NEW BUSINESS

1. Discussion and Consideration of Purchase of a Mower for Wastewater Plant.
2. Discussion and Consideration of Purchase of a Truck for Parks Department.
3. Discussion and Consideration of Egg Sewer Cleaning/Root Cutting.
4. Discussion and Consideration of a Resolution Requesting Reimbursement from the Iowa Covid-19 Government Relief Fund.
5. Discussion and Consideration of Grant Contract with Iowa Economic Development Authority.
6. Discussion and Consideration of Contract with ECICOG to Administer the CDBG Process for the City.
7. Discussion and Consideration of a Resolution Adopting a Code of Conduct -required by the CDBG administrative rules to be adopted.
8. Discussion and Consideration of a Resolution Adopting Procurement Policy – required by CDBG administrative rules.
9. Discussion and Consideration of Simple Motion on Equal Opportunity Policy Statement.
10. Discussion and Consideration of Simple Motion on Mayor’s Proclamation Regarding a Policy on the Prohibition of the Use of Excessive Force.

11. Discussion and Consideration of Simple Motion on Affirmative Fair Housing Policy.
12. Discussion and Consideration of Simple Motion on Residential Anti-Displacement.
13. Discussion and Consideration of Simple Motion on Signature Authorization for Alternate Signatories (please authorize Brent Hinson and Kelsey Brown)
14. Discussion and Consideration a Resolution Appointing City Clerk/Development Services Director Hiring Committee and Adopting a Revised Job Description.
15. Discussion and Consideration of First Reading of an Ordinance Amending Chapters 28 & 21 (City Clerk/Development Services Director).
16. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 41.14 (Fireworks) (**tabled 08-18-2020**)
17. Department Reports.

WORKSHOP

- Discussion on Possible South Avenue C Parking/Traffic Changes.
- Discussion on Farm Leases.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault
Elaine Moore
Danielle Pettit-Majewski
Fran Stigers
Millie Youngquist

ADJOURNMENT

Council Minutes 08-18-2020

The Council of the City of Washington, Iowa, met in Regular Session in the Washington Fire Department Training Room, 215 East Washington Street on Tuesday, August 18, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Gault, Pettit-Majewski, Stigers, Youngquist. Absent: Moore.

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, August 18, 2020 be approved as proposed. Motion carried.

Consent:

1. Council Minutes August 4, 2020
2. PAWS & More Animal Shelter, Animal Services April, May, June 2020, \$6,045.25
3. Farnsworth Group, City Hall/Police Project, \$3,258.40
4. Iowa Municipalities Workers Compensation Assoc., Installment #2, 6,699.00
5. Dollar General Store #2237, 1506 E. Washington St., Class C Beer Permit (BC), Class B Wine Permit, Sunday Sales, **(renewal)**
6. Unc & Neph's, 1015 W. Madison St., Class C Liquor License (LC) (Commercial) Outdoor Service, Sunday Sales **(renewal)**

Consent – Other:

1. DeLong Construction, Wellness Park Ballfields & Roadway, \$495,520.00
2. DeLong Construction, South Avenue E Reconstruction, \$74,651.00
3. Bushong Construction, City Hall/Police Project, \$242,635.70

Motion by Pettit-Majewski, seconded by Stigers, to approve items 1-6 on the consent agenda. Motion carried.

Councilor Gault requested item 1 on the consent-other be pulled separate consideration.

Motion by Youngquist, seconded by Pettit-Majewski, to approve items 2 & 3 on the consent-other. Motion carried. Gault voted “no” and DeLong abstained with conflict.

Motion by Pettit-Majewski, seconded by Youngquist, to approve consent-other item 1. Motion carried. Gault voted “no”. DeLong abstained with conflict.

Motion by Youngquist, seconded by Pettit-Majewski, to approve payment of the claims as presented. Motion carried.

Finance Director Kelsey Brown gave the financial reports for July, 2020.

Motion by Stigers, seconded by Gault, to accept the financial reports for July, 2020. Motion carried.

A nuisance abatement update was given by Building & Zoning Official Jeff Duwa.

During presentations from the public numerous people addressed the Council in person and by Zoom on the topics of a registered sex offender's residence, the comments made by councilors at the August 4 meeting, and fireworks. After closure of presentations from the public, the Council discussed the three topics. A full recording of the comments and discussion can be heard on the City of Washington's website.

Following presentations from the public, the Council took a five minute recess at 7:26 P.M. and reconvened at 7:31 P.M..

Mayor Rosien announced that now is the time for the public hearing on a Loan and Disbursement Agreement on the Revised SRF Amount for the Water Plant.

No written or oral objections were received.

Motion by DeLong, seconded by Stigers, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Pettit-Majewski, Stigers, Youngquist. Nays: Moore (absent). Motion carried.

Motion by Stigers, seconded by Youngquist, to approve the Resolution Approving a Loan and Disbursement Agreement on the Revised SRF Amount for the Water Plant. Roll call on motion: Ayes: DeLong, Gault, Pettit-Majewski, Stigers, Youngquist. Nays: Moore (absent). Motion carried.
(Resolution No. 2020-085)

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Releasing Funds in the amount of \$48,500.00 as Per a Downtown Investment Grant Agreement with DW Developments, LLC. Roll call on motion: Ayes: DeLong, Gault, Pettit-Majewski, Stigers, Youngquist. Nays: Moore (absent). Motion carried. **(Resolution No. 2020-086)**

Motion by Gault, seconded by Stigers, to approve Change Order #3 in the amount of \$665.69 for City Hall/Police Furniture. Motion carried.

Motion by Gault, seconded by DeLong, to approve an Engagement Agreement with Pickens, Barnes, & Abernathy regarding the Northway Well #6 Lawsuit. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve a Letter of Intent with Bazooka-Farmstar, Inc. regarding Plant Expansion/Sewer Line Relocation. Motion carried.

Motion by Pettit-Majewski, seconded by Stigers, to approve setting a public hearing for September 15 for Voluntary Annexation Proposal. Motion carried.

Motion by DeLong, seconded by Gault, to approve the Resolution Authorizing Levy, Assessment and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Pettit-Majewski, Stigers, Youngquist. Nays: Moore (absent). Motion carried. **(Resolution No. 2020-087)**

Motion by Pettit-Majewski, seconded by Stigers, to table Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 41.14 (Fireworks). Roll call on motion: Ayes: DeLong, Gault, Pettit-Majewski, Stigers, Youngquist. Nays: Moore (absent). Motion carried.

The Council went into a workshop.

No action was taken on Possible South Avenue C Parking/Traffic Changes.

Motion by Pettit-Majewski, seconded by Stigers, to move forward with the City Clerk Search Process.

Motion by Gault, seconded by Stigers, that the Regular Session held at 6:00 P.M., Tuesday, August 18, 2020, is adjourned.

Illa Earnest, City Clerk



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

City of Washington
P. O. Box 516
215 East Washington
Washington, IA 52353

August 25, 2020

Invoice No: 40281

Project 5018069 Washington - South E. Ave Street Reconstruction
Client ID# 20040

Professional Services for the Period: July 17, 2020 to August 20, 2020

Professional Services

	Hours	Rate	Amount
Principal Engineer	13.00	149.00	1,937.00
Surveyor 1	1.50	122.00	183.00
Technician #1	1.00	110.00	110.00
Technician #2	8.25	95.00	783.75
Technician #4	28.75	83.00	2,386.25
Technician #5	1.25	73.00	91.25
Totals	53.75		5,491.25
Total Professional Services			5,491.25

Unit Billing

Mileage	125.28
GPS Survey Equipment	146.25
Robot Total Station Equipment	450.00
Total Units	721.53
Total Project Invoice Amount	\$6,212.78

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA



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Washington, IA 52353

August 25, 2020
Invoice No: 40282

Project 5020098 Washington - 2020 Sealcoat Improvements

Client ID# 20040

Professional Services for the Period: July 17, 2020 to August 20, 2020

Professional Services

	Hours	Rate	Amount
Technician #5	2.50	73.00	182.50
Totals	2.50		182.50
Total Professional Services			182.50
Total Project Invoice Amount			\$182.50

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P. O. Box 516
215 East Washington
Washington, IA 52353

August 25, 2020

Invoice No: 40283

Project 5020201 Washington - Buchanan Street Paving Project.

Client ID# 20040

Professional Services for the Period: July 17, 2020 to August 20, 2020

Professional Services

	Hours	Rate	Amount
Principal Engineer	23.75	149.00	3,538.75
Surveyor 1	3.50	122.00	427.00
Technician #4	7.25	83.00	601.75
Technician #5	.50	73.00	36.50
Totals	35.00		4,604.00
Total Professional Services			4,604.00

Unit Billing

Mileage	64.96
GPS Survey Equipment	213.75
Total Units	278.71

Total Project Invoice Amount \$4,882.71

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INVOICE

City of Washington
P. O. Box 516
215 East Washington
Washington, IA 52353

August 25, 2020

Invoice No: 40284

Project 7019316 Washington - Whitesell Survey & Subdivision.

Client ID# 20040

Professional Services for the Period: July 17, 2020 to August 20, 2020

Professional Services

	Hours	Rate	Amount	
Principal Engineer	13.00	149.00	1,937.00	
Technician #2	.75	95.00	71.25	
Technician #5	4.00	73.00	292.00	
Totals	17.75		2,300.25	
Total Professional Services				2,300.25

Reimbursable Expenses

Job Costs-Recoverable				
8/11/2020 QUESTCDN.COM			225.00	
Total Reimbursables			225.00	225.00

Unit Billing

Mileage			64.96	
Total Units			64.96	64.96

Total Project Invoice Amount \$2,590.21

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OSKALOOSA, IOWA CRESTON, IOWA



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INVOICE

City of Washington
P. O. Box 516
215 East Washington
Washington, IA 52353

August 25, 2020

Invoice No: 40285

Project 9020141 Washington - North D Ave - Sidewalk Investigation.

Client ID# 20040

Professional Services for the Period: July 17, 2020 to August 20, 2020

Professional Services

	Hours	Rate	Amount
Principal Engineer	11.00	149.00	1,639.00
Technician #1	22.50	110.00	2,475.00
Technician #4	3.00	83.00	249.00
Totals	36.50		4,363.00
Total Professional Services			4,363.00

Unit Billing

Mileage	32.48
GPS Survey Equipment	67.50
Total Units	99.98

Total Project Invoice Amount \$4,462.98

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INVOICE

City of Washington
P. O. Box 516
215 East Washington
Washington, IA 52353

August 25, 2020

Invoice No: 40286

Project 9020226
Client ID# 20040

Washington - Construction Administration and Staking, Wellness Park Completion.

Professional Services for the Period: July 17, 2020 to August 20, 2020

Professional Services

	Hours	Rate	Amount	
Principal Engineer	13.50	149.00	2,011.50	
Surveyor 1	9.00	122.00	1,098.00	
Technician #1	5.00	110.00	550.00	
Technician #2	28.75	95.00	2,731.25	
Technician #4	24.00	83.00	1,992.00	
Technician #5	4.25	73.00	310.25	
Totals	84.50		8,693.00	
Total Professional Services				8,693.00

Unit Billing

Mileage	160.08	
GPS Survey Equipment	90.00	
Robot Total Station Equipment	573.75	
Total Units	823.83	823.83

Total Project Invoice Amount \$9,516.83

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)
 www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment



City of Washington
 Washington Airport Commission
 Kevin Erpelding, Chairman
 215 East Washington
 Washington, IA 52353

July 31, 2020
 Project No: T51.117678
 Invoice No: 0254915
 Client Account: WASHINGT_CI_IA

Washington/Taxilane for Fuel Facility

Taxilane for Fuel Facility Construction Phase

Construction Services (002)

Professional Services

	Hours	Amount	
Principal	1.00	195.00	
Design Engineer	24.50	2,450.00	
Project Manager	15.00	2,475.00	
Totals	40.50	5,120.00	
Total Labor			5,120.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	5,120.00	61,664.88	66,784.88	
Limit			71,900.00	
Remaining			5,115.12	
		Total this Task		\$5,120.00
		Total this Invoice		\$5,120.00

Greg.bruty@gmail.com

INVOICE

DATE: AUGUST 25, 2020

BILL DELIVERED TO:

City of Washington
M/C Department

JOB SITE:

South Avenue B

DESCRIPTION	AMOUNT
Bid/Estimate	
285' of curb and 7,600 sq. ft. of patch work	\$46,850.00
Extra work completed	
52' of curb	\$1,170.00
332 sq. ft. more of patching	\$2,045.00
370 sq. ft. of removal	\$740.00
TOTAL	\$50,805.00

Thank you for your business!



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

City of Washington
PO Box 516
Washington, IA 52353

Invoice number 46652
Date 07/30/2020

Project 342420A Water Distribution System
Study

Professional Services for the Period of 6/28/2020 to 7/31/2020

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Study & Report	19,470.00	35.00	3,894.00	6,814.50	2,920.50
Total	19,470.00	35.00	3,894.00	6,814.50	2,920.50

Invoice total **\$2,920.50**

Approved by:

Steven J. Troyer

Late Payment Charge: 15% per annum beginning 30 days from above date



414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

City of Washington
PO Box 516
Washington, IA 52353
Brent Hinson

Invoice number 46659
Date 07/30/2020

Project 711419A N 4th Avenue Street and Utility
Improvements

Professional Services for the Period of 6/28/2020 to 7/31/2020

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection	1,000.00	100.00	1,000.00	1,000.00	0.00
N. 4th Avenue Improvements Scoping Study	8,200.00	100.00	8,200.00	8,200.00	0.00
N. 2nd Avenue Stormwater Pump Station Evaluation	8,300.00	100.00	8,300.00	8,300.00	0.00
Preliminary Design	82,500.00	100.00	82,500.00	82,500.00	0.00
Final Design	71,000.00	100.00	71,000.00	71,000.00	0.00
Bidding & Negotiation	9,500.00	100.00	9,500.00	9,500.00	0.00
Property Boundary Survey	7,500.00	100.00	7,500.00	7,500.00	0.00
Topographic Survey	9,500.00	100.00	9,500.00	9,500.00	0.00
Construction Administration	65,000.00	50.00	16,250.00	32,500.00	16,250.00
Post Construction Record Drawings	7,900.00	0.00	0.00	0.00	0.00
Construction Staking	19,500.00	70.00	9,750.00	13,650.00	3,900.00
Total	289,900.00	84.05	223,500.00	243,650.00	20,150.00

Standard Hourly Rate Phases

Easement Plats

Professional Fees	412.50
Reimbursables	202.80

Easement Plats subtotal 615.30

Invoice total **\$20,765.30**

Approved by:

Steven P. Soupir

Contractor's Application for Payment No. 10

Unit Price Contract

Project:	SE Basin 1&I Reduction - Phase 1	From (Contractor):	Municipal Pipe Tool Co. LLC	Application Date:	7/1/2020
To (Owner):	City of Washington, IA	Owner's Project No.:	CIPP #2019-01	Period From:	5/26/2020
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	2045-17A	Period To:	6/30/2020

Approved Change Order Summary:		
No.	Date Approved	Additions
1	6/18/2019	\$113,403.40
2	2/4/2020	-\$3,927.00
3	4/8/2020	\$98,648.50
TOTALS		\$212,051.90
NET CHANGE BY CHANGE ORDERS		\$208,124.90

1. ORIGINAL CONTRACT PRICE.....	\$	1,079,630.10
2. Net change by Change Orders.....	\$	208,124.90
3. Current Contract Price (Line 1 + 2).....	\$	1,287,755.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	1,253,806.16
5. RETAINAGE:		
a. 5% X \$1,253,806.16 Work Completed.....	\$	62,690.31
b. 5% X Stored Material.....	\$	
c. Less Total Retainage Released Early.....	\$	
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	62,690.31
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	1,191,115.85
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,162,803.28
8. AMOUNT DUE THIS APPLICATION.....	\$	28,312.56
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	96,639.16

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:
 (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and
 (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Shawn Wascent*

7/1/2020

Payment of \$ 28,312.56

(Line 8 or other - attach explanation of the other amount)

Is recommended by:

Alto Sauter
(Engineer)

08/27/2020

(Date)

Payment of \$

(Line 8 or other - attach explanation of the other amount)

Is approved by:

(Owner)

(Date)

Endorsed by the Construction Specifications Institute.

INVOICE

INVOICE NO: 1803515-0

INVOICE DATE: August 25, 2020



REMIT TO: **TEAM Services, Inc.**

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Brent Hinson
City of Washington
215 East Washington Street

Washington, IA 52353

PROJECT: **Washington City Hall and Police Station
Project**
Washington, IA
No: 9-2715

PO Reference: 11-2349

Services for period of 7/1/2020 through 7/31/2020

Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	1.00	hour	Services of Project Engineer - Analysis/Report	113.00	113.00
2	4.00	hour	Field Concrete Testing - Engineering Technician O-T	69.00	276.00
3	7.25	hour	Field Testing of Concrete Paving/Site Concrete Testing	46.00	333.50
4	12.00	test	Concrete Cylinder Compressive Strength Tests, including Molds	14.00	168.00
5	324.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	317.52

Invoice Total: 1208.02

Amount Received: \$0.00

Amount Due: **\$1,208.02**

TERMS: 1.5% Interest per month will be added after 30 days.

Total billed, through 8/25/2020: \$5,266.03

Project Summary Through August 25, 2020:

Project Budget: \$13,364.96

Project Total Billed: \$5,266.03

Project Amount Received: \$4,058.01

Project Budget Remaining: \$8,098.93

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card :

Card Number :

Exp.Date (MM/YY) : /

Printed: 8/25/2020 3:15 PM

INVOICE



INVOICE NO: 1803543-0

REMIT TO: **TEAM Services, Inc.**

INVOICE DATE: August 25, 2020

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Brent Hinson
City of Washington
215 East Washington Street

PROJECT: **North 4th Avenue Improvements**
Washington, IA
No: 9-2901

Washington, IA 52353

Services for period of 7/1/2020 through 7/31/2020

Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	3.00	hour	Services of Project Engineer - Analysis/Report	115.00	345.00
2	15.75	hour	Field Testing of Compacted Fill/Backfill/Trench Backfill	49.00	771.75
3	1.00	hour	Field Testing of Compacted Fill/Backfill - OT Rate	73.50	73.50
4	4.00	hour	Sample Pickup	49.00	196.00
5	2.00	test	Standard Proctor Test (ASTM D-698)	120.00	240.00
6	636.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	623.28

Invoice Total: 2249.53

Amount Received: \$0.00

Amount Due: **\$2,249.53**

TERMS: 1.5% Interest per month will be added after 30 days.

Total billed, through 8/25/2020: \$3,312.68

Pay by Credit Card

Project Summary Through August 26, 2020:

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Project Budget: \$14,047.98

Name on Card :

Project Total Billed: \$3,312.68

Card Number :

Project Amount Received: \$1,063.15

Exp.Date (MM/YY) : /

Project Budget Remaining: \$10,735.30

Printed: 8/26/2020 11:10 AM

Contractor's Application for Payment No. 3

Project:	N. 4th Ave. Improvements	From (Contractor):	Cornerstone Excavating Inc.	Application Date:	8/24/2015
To (Owner):	City of Washington	Owner's Project No.:	WAS020	Period From:	8/1/2020
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	7114-19A	Period To:	8/22/2020

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	6/19/2020	\$374,058.80	-\$18,368.00
TOTALS		\$374,058.80	-\$18,368.00
NET CHANGE BY CHANGE ORDERS			\$355,690.80

1. ORIGINAL CONTRACT PRICE.....		\$	<u>1,552,705.20</u>
2. Net change by Change Orders.....		\$	<u>355,690.80</u>
3. Current Contract Price (Line 1 + 2).....		\$	<u>1,908,396.00</u>
4. TOTAL COMPLETED AND STORED TO DATE			
(Column F on Progress Estimate).....		\$	<u>814,559.18</u>
5. RETAINAGE:			
a. 5% X \$814,559.18 Work Completed.....		\$	<u>40,727.96</u>
b. 5% X Stored Material.....		\$	<u> </u>
c. Less Total Retainage Released Early.....		\$	<u> </u>
d. Total Retainage (Line 5a + Line 5b - Line 5c).....		\$	<u>40,727.96</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....		\$	<u>773,831.22</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		\$	<u>366,192.08</u>
8. AMOUNT DUE THIS APPLICATION.....		\$	<u>407,639.14</u>
9. BALANCE TO FINISH, PLUS RETAINAGE			
(Column G on Progress Estimate + Line 5 above).....		\$	<u>1,134,564.78</u>

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 	Date: 8-27-20
---	---------------

is recommended by:  8/28/2020
(Engineer) (Date)

Is approved by: _____ (Owner) _____ (Date)

Endorsed by the Construction Specifications Institute.

**WWTP report
September 1st, 2020
Council meeting**

- **After hour alarm and dog call outs –**
8-13-2020 Alarm at Lexington lift station 5:30 p.m. Jason
8-14-2020 alarm at Lexington lift station 4:00 a.m. Jason
8-19-2020 Alarm at Lexington lift station 4:26 a.m. Parker
- **Dept Head meetings** – I attended the meetings August 18th, 25th, Sept. 1st
- **UV Equipment**-Working well.
- **E-Coli testing**-3rd and final round for the year of E-Coil will be completed in September.
- **Hydrogen Sulfide Gas Testing**-We removed 2 from service and sent in for calibration. We did keep one in service, because of high readings. I've forwarded some of this information to Fox Engineering and believe we will be scheduling a meeting with IRE.
- **Mowing**-Mowing has slowed at the WWTP. We will be hitting a few spots with the batwing.
- **Truck Flatbeds**-We got trucks 502 and 501 truck beds replaced with new flatbeds.
- **Mower Bids**-we got mower replacement bids back and are included in your packet for approval.
- **Lexington Lift station**- The alarm system has a back up battery that went bad which gave us a few alarms, we replaced it and its good to go now. We were also having some problems with the transducer. With the low flows I believe there was some sludge buildup which we flushed and pumped out.
- **Low Flows**-Not much rain in August. We have had many days with under 1 million gallons a day
- **NPDES Application Sampling**-We completed the 3rd and final round of sampling for our NPDES Discharge Permit application.

**Jason Whisler
8/28/2020 11:00 AM**

Washington Free Public Library
Regular Meeting Minutes- July 23, 2020

Zoom E-Meeting

Call to Order: The meeting was called to order by President Mike Kramme at 10:01 a.m. with Mindy Graham, Rick Hofer, Margi Jarrard, Carol Ray, Harold Frakes and Bryna Walker, ex-Oficio in attendance. The meeting was held through Zoom.

Approval of Minutes: Graham moved to approve the minutes, seconded by Hofer. The motion was approved.

Approval of Expenditures: Walker pointed out the bill from Kone for building maintenance and repair/elevator service for \$3,354 for July 1, 2020- June 30, 2021. She said that she will look into other bids for this service. She will also continue to do cost comparisons with Amazon and Baker and Taylor. Ray moved to approve the expenditures. Jarrard seconded, and the motion was approved.

Budget Report: Walker noted that deposits are low. We are under budget by 5%. She is going to talk to the library at Crawfordsville. They are not under contract with anyone at this time. Walker is going to check their circulation to see how much they are using our services. The budget report was approved by consensus.

Old Business: a. Reopening Plan: The Reopening Plan will be effective August 1-30. Changes made: Books will be quarantined four days instead of three, 16 people at a time in roped areas, under the age of 18 must be accompanied by an adult, and 30-minute appointments will be on Mondays-Fridays at 9:00, 11:00, 1:00 and 3:00. Masks will be available. The genealogy section will remain closed for now. The Washington State Bank meeting room will be available. There will be a limit of seven participants and no AV equipment will be available. Hofer moved to approved the plan. Ray seconded, and the motion was approved.

New Business: a. Camera behind library: An additional security camera will be installed behind the library. The cost is \$820, half of which will be paid by the library and half by the police department. Graham moved to approve the purchase, and Hofer seconded it. The motion was approved.

b. Envisionware Updated mobile printing quote: This software allows printing to be sent to the library from anywhere. Walker noted that the quote given last month was the correct amount.

c. Meraki Wifi Purchase: The renewal of wifi is \$1,595.44. Walker will check to see if the Foundation will pay for it as it is a building issue. It passed with consensus.

d. Gift Policy Review: Hofer moved to approve the policy, seconded by Graham. The motion was approved.

e. Election of officers, committee appointments: Present committee assignments are as follows: Mike Kramme- finance, Isabella Santoro and Rick Hofer- building, Margi Jarrard and Carol Ray- personnel, and Harold Frakes and Mindy Graham- technology. Present officers are Mike Kramme- president, Carol Ray- vice president, and Margi Jarrard- secretary. Walker will review the by-laws. Elections and committee assignments will be tabled until August.

f. Discussion of goals for the upcoming year/review strategic plan: Two goals will be added. Enhance the children/teen room and a goal for the genealogy collection. Walker will write up the goals and present them to the Board in August.

Informational Items: Walker said that Johnson Control had looked over the HVAC and did some extra hours for preventative maintenance. The bill for \$7,000 is for one year. Walker reminded Board members to register for continuing education classes for trustees on line. She asked them to send their certificates of completion when they are done. Ray said that a patron had told her how pleased they are with the curbside service.

Announcements and adjournment: The next meeting will be held August 27, at 10:00 a.m. in the Washington State Bank room. The meeting was adjourned at 10:59 a.m.

Respectfully submitted: Margi Jarrard, secretary

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
SEPTEMBER 1, 2020**

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	554.78
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	22.09
	COBB OIL CO, INC.	FUEL	1,393.06
	CUSTOM IMPRESSIONS INC	POLO SHIRTS	151.02
	MARCO, INC.	COPIER LEASE	327.91
	PIP PRINTING	BUSINESS CARDS	246.77
	QUILL	OFFICE SUPPLIES	147.01
	UPS	SHIPPING CHARGES	20.82
	VISA	TRAINING	190.49
	WAL-MART	CABLES	14.64
	WASH CO AMBULANCE	MEDICAL SUPPLIES	60.20
		TOTAL	3,128.79
FIRE	ALL AMERICAN PEST CONTROL	PEST CONTROL	80.00
	ALLIANT ENERGY	ALLIANT ENERGY	1,248.26
	CINTAS CORP LOC. 342	TOWEL SERVICE	70.22
	COBB OIL CO, INC.	FUEL	93.86
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	100.00
	PROFESSIONAL MUFFLER INC.	TAILPIPE ADAPTER	120.00
	TOYNE INC	PART	97.96
	VISA	MEALS	255.61
	WIDE, TOM	LETTERING ON NEW TANKER & REIMB	479.56
		TOTAL	2,545.47
DEVELOPMENT SERVICES	COBB OIL CO, INC.	FUEL	121.75
	P & M APPAREL	PRINTED DECALS (SEATBELT/NO SMOKING)	508.50
		TOTAL	630.25
LIBRARY	AMAZON	LIBRARY MATERIALS	307.94
	CARSON PLUMBING & HEATING SRVS INC	WATER FOUNTAIN REPAIR	188.85
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	62.27
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	33.70
	SORRELL GLASS	PLEXIGLASS	117.55
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	99.71
	VISA	POSTAGE, DUES, MATERIAL, T	210.47
		TOTAL	1,020.49
PARKS	ALLIANT ENERGY	ALLIANT ENERGY	763.05
	AMAZON CAPITAL SERVICES	PAINT PENS	37.96
	CARSON PLUMBING & HEATING SRVS INC	SUPPLIES	27.40
	COBB OIL CO, INC.	FUEL	595.75
	FOUNTAIN TRANSMISSION SPECIALISTS	TRANSMISSION REPAIR	2,347.00
	GREINER DISCOUNT TIRES	MOWER TIRE	101.95
	KIRBYBUILT SALES	DISC GOLF BENCH	399.58
	MARTIN'S FLAG CO.	FLAGS	202.77
	PIP PRINTING	PIP PRINTING	140.88
	WAL-MART	MULCH	33.30
	WASHINGTON LUMBER	BLDG MATERIALS	49.77
		TOTAL	4,699.41
POOL	ACCO	CHEMICALS	867.30
	ALLIANT ENERGY	ALLIANT ENERGY	4,605.98
	IN THE SWIM	SUPPLIES	28.06
		TOTAL	5,501.34
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	149.09
	COBB OIL CO, INC.	FUEL	334.34
		TOTAL	483.43
FINANCIAL ADMINISTRATI	ALLIANT ENERGY	ALLIANT ENERGY	970.87
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	21.65

	CINTAS CORP LOC. 342	RUG SERVICE	44.29
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	690.00
	VISA	REG-IOWA ART COUNCIL/ZOOM FEE	56.67
		TOTAL	1,938.46
AIRPORT	ALLIANT ENERGY	AIRPORT SERVICE	699.95
	BAKER PAPER & SUPPLY	SUPPLIES	59.63
	CLOUDBURST 9	INTERNET	72.09
	MARIE ELECTRIC INC.	LED LIGHTS	3,480.08
	VISA	PARTS AND ADVERTISING	401.79
		TOTAL	4,713.54
ROAD USE	COBB OIL CO, INC.	FUEL	675.82
	VISA	TOOL	40.64
		TOTAL	716.46
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	248.38
		TOTAL	248.38
HOUSING REHAB	SHEPARD, JAMES	320 N AVE C- DOWN PMT	1,000.00
		TOTAL	1,000.00
INDUSTRIAL DEVELOP	WEDG	BUILDING PMT SHARE JUL-AUG	5,958.24
		TOTAL	5,958.24
WATER PLANT	ACE ELECTRIC. INC	GENERATOR MAINTENANCE	1,286.18
	ALLIANT ENERGY	ALLIANT ENERGY	260.08
	COBB OIL CO, INC.	FUEL	36.82
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	104.00
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	16.68
	JETCO	MAINTENANCE	431.50
	POSTMASTER	BULK MAILING WATER BILLS	808.54
	STATE HYGIENIC LAB	TESTING	474.00
	STREFF, ROSE	MILEAGE REIMBURSEMENT	4.60
	TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE	4,691.47
	VISA	MEMBERSHIP	490.76
		TOTAL	8,604.63
WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	58.30
	COBB OIL CO, INC.	FUEL	31.11
	SCHIMBERG CO.	S AVENUE B PROJECT	1,030.18
		TOTAL	1,119.59
SEWER PLANT	ACE ELECTRIC. INC	LEXINGTON GENERATOR SERVIC	429.14
	ALLIANT ENERGY	SERVICE	15,226.13
	AMAZON CAPITAL SERVICES	ICE MAKER	269.00
	BIG STATE INDUSTRIAL SUPPLY	SAFETY GLASSES	143.76
	COBB OIL CO, INC.	FUEL	287.27
	INTERSTATE ALL BATTERY CENTER	BATTERY BACK UP REPLACEMEN	278.61
	JETCO	TROUBLE SHOOTING AT LEXING	431.50
	LEET'S REFRIGERATION	SAMPLER MAINTENANCE	279.68
	STATE HYGIENIC LAB	TESTING	74.00
	TELEDYNE ISCO, INC.	SAMPLER HOSE	344.00
	TESTAMERICA LABORATORIES INC	CERTIFIED TESTING	2,155.65
	TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE	4,691.48
	VISA	REGISTRATION, SUBSCRIPTION	412.14
	WASHINGTON LUMBER	BUILDING MATERIALS	40.05
		TOTAL	25,062.41
SEWER COLLECTION	ARNOLD MOTOR SUPPLY	PARTS	125.19
	COBB OIL CO, INC.	FUEL	353.15
		TOTAL	478.34
SANITATION	WASH CO HUMANE SOCIETY	AUGUST COLLECTIONS	345.00

TOTAL	345.00
TOTAL	68,194.23



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Illa Earnest, 319-653-6584 ext 131; learnest@washingtioniowa.gov

****Requires advance City Council approval- Council meets 1st & 3rd Tuesdays at 6 PM;
Completed applications are due the Thursday previous to the meeting****

1. APPLICANT INFORMATION

Name/Event: 2020 Virtual 5K Memorial Walk Run Honor Banner Display

Coordinator: Robyn Harvey-Smith

Contact Number: 319-461-1291 cell; 319-653-7321 office

Email Address: robyn@hospicewc.com

2. EVENT INFORMATION

Event Description: Hospice of Washington County's Memorial Walk Run will be held virtually this year due to the pandemic. We feel it is important to display the photos of the loved ones we honor at the memorial event some place fitting and safe for viewing since we will not be using the KEWASH Trail for the event as we have in the past. We would like to ask the City Council for permission to use Washington's Central Park for displaying the memorial photo signs. Central park is accessible to those with mobility issues. The park provides a lovely welcoming atmosphere and will allow for people to gather safely while remembering those that have passed away.

Our plan is to put the honorees photo signs out for display the morning of Saturday, September 19th and remove the photo signs in the early evening of Sunday, September 20, 2020. Visitors would be able to come to the park at their convenience while the memorial photos are on display. There is no fee to participate in this event as it is open to all community members.

Days/Dates of Event: Saturday, September 19th – Sunday, September 20th, 2020

Time(s) of Event: Set Up Saturday morning 7:30am – 9:00am; Tear Down Sunday evening 6:00p – 7:30p

Event Location: Central Park

Will event require an alcohol license or require modification of an existing license? ☐ Yes ☒ No

3. REQUEST INFORMATION (Check All Applicable Items)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times. **N/A**

☐ Temporarily close a street for a special event (specify street, times, and indicate on map:

Description:

Other Requests: **N/A**

☐ Temporarily park in a "No Parking" area
location: _____

☐ Use of City Park (specify park:
Electrical Needs: _____

☐ Walk/Run (attach map of route and indicate
streets to be closed)

☐ Fireworks (specify location :)

☐ Use of gators/UTV/ATV on City streets

☐ Parade (attach map of route and indicate
streets to be closed)

☐ Tent(s) to be used – over 400 sq ft or canopies
over 1,000 sq ft

☐ Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF WASHINGTON**

☐ Street barricades

☐ Emergency "No Parking" Signs

☐ Traffic cones

☐ Picnic Tables

☐ Yield signs for crosswalks

☐ Garbage/Recycling Barrels

☐ Street Sweeping following (parades)

☒ Other (please specify): Extra police patrol
of the area over night.

5. **SOUND SYSTEMS** Please indicate if the following will be used (verify availability with Parks Dept): **N/A**

☐ Amplified Sound/Speaker System

☐ Public Address System

☐ Recorded/Live Music

☐ If so: BMI/ASCAP License obtained?

6. **SANITATION** Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? ☐ Yes ☒ No If yes, how many? _____
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? ☐ Yes ☒ No If yes, how many?)

Contact Person: Robyn Harvey-Smith, Hospice of Wash. Co. Phone: office 319-653-7321

7. **INSURANCE**

For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

_____ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

finances, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind than the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Robert Hawley Smith
Applicant/Sponsor Signature

08/18/2020
Date

DEPARTMENT APPROVALS

Indicate Date The applicant is responsible for coordinating with all applicable departments
Contacted in advance of City Council consideration.

8/18/2020 City Clerk Illa Earnest 319-653-6584 iearnest@washingtونيowa.gov
(Liquor Licenses) ext 131
Comments/Restrictions:

8/18/2020 Police Chief Jim Lester 319-458-0264 jilester@washingtونيowa.gov
Comments/Restrictions:

N/A Fire Chief Tom Wide 319-863-3332 firedept@washingtونيowa.gov
Comments/Restrictions:

N/A Streets JJ Bell 319-653-1538 jjbell@washingtونيowa.gov
Comments/Restrictions:

8/18/2020 Parks Nick Pacha 319-321-4886 npacha@washingtونيowa.gov
Comments/Restrictions:

N/A County Environmental Health (if serving food):
Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us
Comments/Restrictions:

CITY COUNCIL APPROVAL

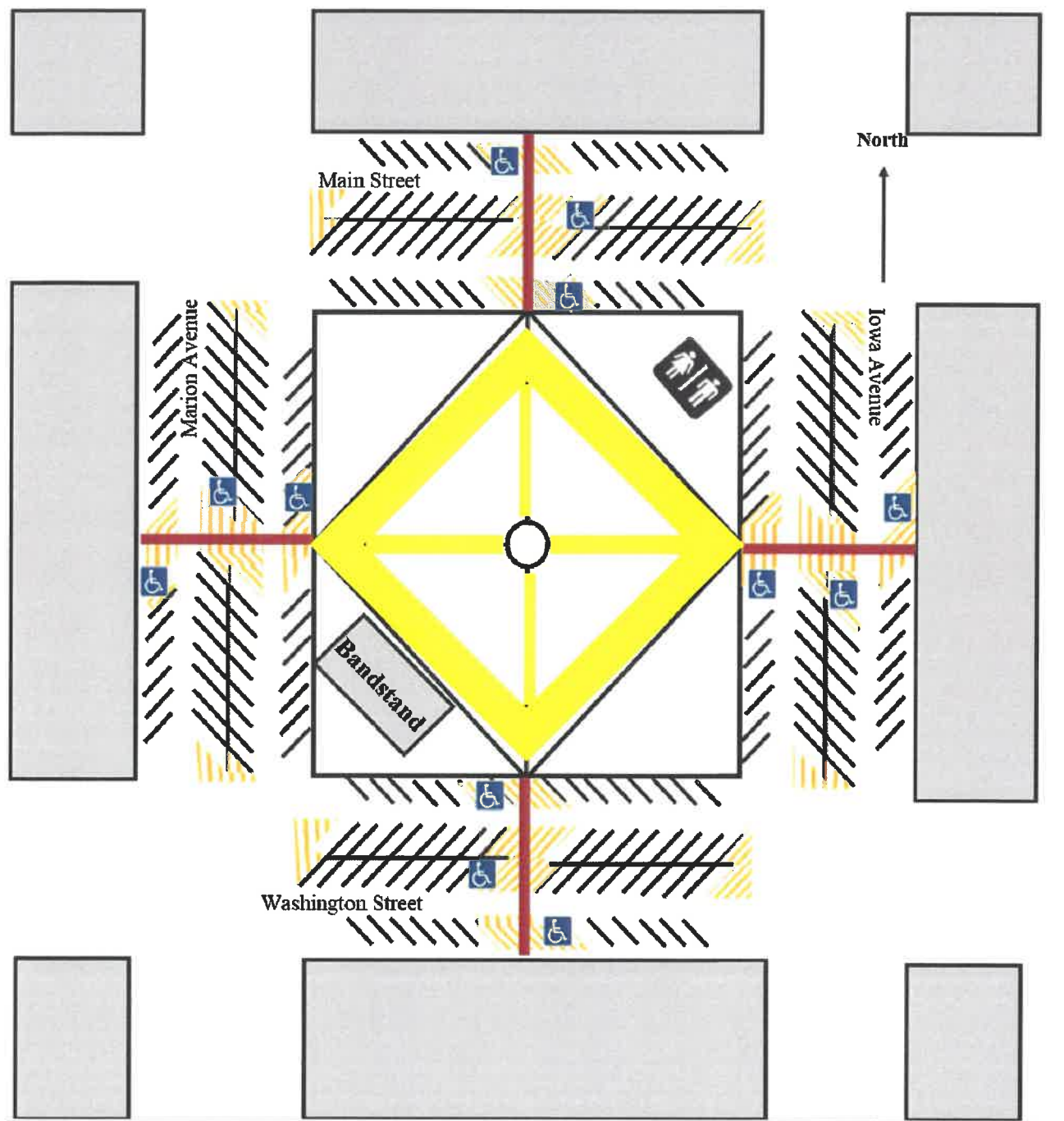
City Clerk Signature

Date of Action

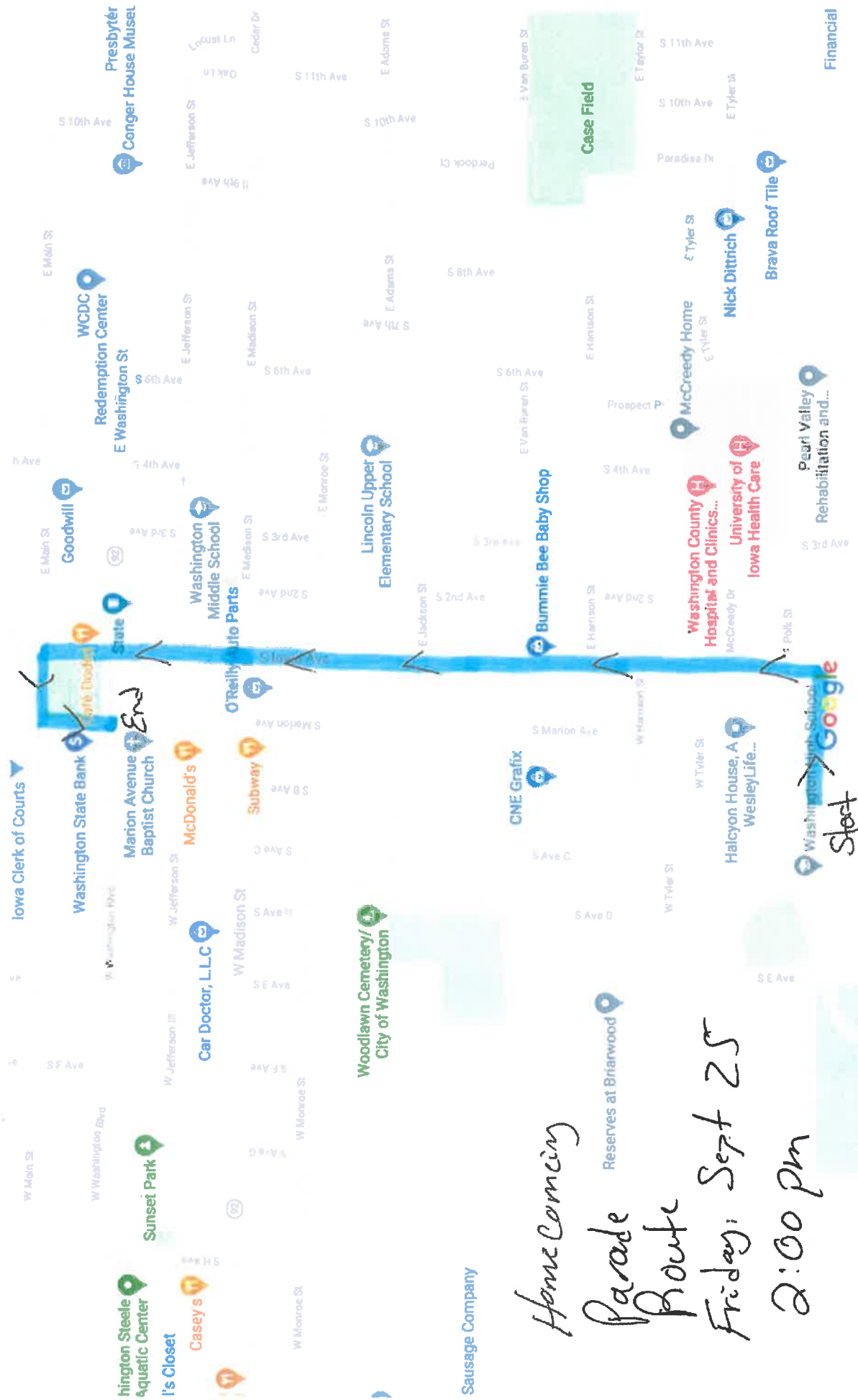
Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Downtown Map (If Area Outside Downtown, Please Attach a Map):



The highlighted yellow on this map is where we would like to display the memorial photos.



Homecoming
Parade
Route
Friday: Sept 25
2:00 pm

*Brent Hinson, City Administrator
Jaron Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



City of Washington
*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

The Washington Waste Water Treatment Plant was excepting bids to replace the Zero Turn Lawn Mower. I sent out 5 bid sheets and received 3 back. The price listed is the difference after trading our current mower in.

- Plank Equipment- \$12,000
- Rexco Equipment of Iowa City-\$8,219
- Sinclair Tractor Washington Iowa- \$6,500

We are asking for the approval for the John Deere mower. There was money approved for mower replacement and is available in 610-6-8015-6710 (vehicle purchases).

QUOTE VALID UNTIL 9/25/2020



Cedar Rapids, IA
Iowa City, IA
Davenport, IA

Des Moines, IA
New London, IA

RENTAL AGREEMENT SALES AGREEMENT ☒

www.rexcoequipment.com

Territory Manager **David Miller**

Subject to the terms and conditions of this Order and the Terms contained on the reverse side, the following customer ("Customer") purchases/rents from Rexco Equipment ("Company") the following described Equipment to be delivered on or before date of 8/14/2020

INVOICE TO: **CITY OF WASHINGTON, IA WASTE** Cust ID: **NEW** SHIP TO/JOB LOCATION **165**

(BUYER OR LESSEE)

Contact Name **JASON WHISLER**

E-Mail **jwhisler@washingtioniowa.gov** Need full Ship to address on ALL rentals!

Street Address **165 W BUCHANAN ST**

Signer Phone No. **(319) 653-2638**

City **WASHINGTON** St. **IA** Zip **52353**

VIA

Collect ☐

Phone: **(319) 653-2638** Purch Ord #

Prepaid

*CREDIT CARD purchases over \$2,500 have a 2.5% Admin charge

ACCOUNT- payment due at receipt of invoice

ON ACCOUNT

FINANCE

CASH

CREDIT CARD

STOCK NUMBER	QTY.	MFG.	MODEL	Hours	DESCRIPTION	SERIAL NO.	EXT. PRICE
NEW					EXMARK LZS STD. 26HP		\$ 10,719.00
	0				EFI COMMERCIAL KOHLER ENG.		\$ -
	0				72" COMMERCIAL DECK 10GA		\$ -
	0				STD. SPLINED, SLIP-CUT, NO -		\$ -
	0				MAINTENANCE SPINDLES		\$ -
	0				HVY-DUTY COMMERCIAL FRAME		\$ -
	0				STD. SUSP. SEAT W/ BELT	FREE SETUP	\$ -
					TRAILER (NON TAX- Unless Excise)	FREE DELIVERY	\$ -
						*CC Adm Fee (taxed)	\$ -
Subtotal							\$ 10,719.00
Less Trade							\$ 2,500.00
Pre Tax Total							\$ 8,219.00

COMMENTS:

We Owe:		Enter Tax Rate	0.00%	SPEC. TAX (IACE/EXCISE)	\$ -
TRADE IN / DESCRIPTION:		ALLOWANCE:	0.00%	STATE SALES TAX	\$ -
2014 Deere Zero Turn 60" Z925M 802 HOURS		\$ 2,500.00	0.00%	CITY or CNTY SALES TAX	\$ -
		\$ -		DOCUMENT FEE (NON TAX)	\$ -
				SET UP & CLEAN (Rental)	\$ -
				CUSTOMER PAID FREIGHT OUT	\$ -
Payoff due to:		\$ -		CUSTOMER DOWN PAYMENT	\$ -
TOTAL					\$ 8,219.00

FORM OF PAYMENT:

RENTAL

RENTAL TO START AT THE RATE OF 0

INDICATE PER (DAY-WEEK-MONTH)

PURCHASE ☐ YES ☐ NO

PURCHASE PRICE \$ PLUS SALES TAX

RPO LENGTH (IN MONTHS)

-FINANCE CHARGE ON RENTALS WITH PURCHASE \$

PER MONTH ON UNPAID BALANCE. \$

LIMITED PHYSICAL DAMAGE WAIVER (PDW)

By your initials, you accept the terms of the PDW described in paragraph 7 on the reverse side and payment of the PDW Fee set forth above. (RENTAL ONLY)

Safety Clause (Customer must initial)

Customer acknowledges and agrees that (a) Customer has received all manufacturer's operation manuals pertaining to the Equipment, (b) Customer shall be solely responsible for the training of all competent operators in and the safe and legal operation of the Equipment within its specified performance capabilities, (c) Company has offered the Customer instruction in the proper use of the Equipment, (d) Customer, at its sole expense, will comply with all federal, state and local laws, regulations, and ordinances, relating to the use of the Equipment, including without limitation the regulations of the Occupational Safety and Health Administration. (RENTAL ONLY)

INITIAL

X

INITIAL

X

FINANCING-MACHINES

FINANCE COMPANY:

Total Financed \$

TERM (MONTHS) 0

FNC UCC/DOC FEES \$

MONTHLY PAYMENT **#NUM!**

INTEREST RATE 0%

REXCO CREDIT ON ACCOUNT- INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS AT THE HIGHEST LAWFUL RATE NOT TO EXCEED 1.5% PER MONTH

Entire Agreement (Customer must initial)

This Agreement, including the terms on the reverse side, represent the entire understanding of the parties and this Agreement supersedes any prior agreements (oral or written) regarding the matters outlined herein. No term or provision of this Agreement may be amended, altered, waived, discharged, or terminated except by written instrument signed by authorized representatives of the parties hereto, and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade, or course of performance. Transfer of Ownership occurs upon signature

INITIAL

X

I HAVE READ, UNDERSTAND, AND AGREE WITH ALL OF THESE TERMS AND THOSE CONTAINED ON THE REVERSE SIDE. CUSTOMER (purchaser or lessee):

X

Signed

Title

Date

ALL SALES ARE FINAL

Print Name

Note: A late payment fee will be charged on all amounts past due at the highest lawful rate not to exceed 1.5% per month.

WARRANTY

1. NEW FACTORY WARRANTY ☐

2. NO WARRANTY EXPRESSED OR IMPLIED ☐

3. USED EQ. SPECIAL TERMS ☐

PARTIAL

PARTIAL

PARTIAL



Quote Summary

Prepared For:
CITY OF WASHINGTON
515E E 6TH ST
WASHINGTON, IA 52353

Prepared By:
Daniel Hayes
Sinclair Tractor
2495 Highway 92
Washington, IA 52353
Phone: 319-653-6501
daniel@sinclairtractor.com

Quote Id: 21035387
Created On: 06 January 2020
Last Modified On: 25 August 2020
Expiration Date: 13 January 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z955M EFI ZTrak	\$ 10,200.00 X	1 =	\$ 10,200.00

Equipment Total	\$ 10,200.00
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Trade In Summary	Qty	Each	Extended
2014 JOHN DEERE Z925M - 1TC925MCCEY020094	1	\$ 3,700.00	\$ 3,700.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 3,700.00

Trade In Total	\$ 3,700.00
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Quote Summary

Equipment Total	\$ 10,200.00
Trade In	\$ (3,700.00)
SubTotal	\$ 6,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 6,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 6,500.00

Salesperson : X _____

Accepted By : X _____

Confidential

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

August 27, 2020

To: Mayor and City Council

Cc: Illa Earnest, City Clerk; Nick Pacha, Park Superintendent

From: Brent Hinson
City Administrator

Re: Parks Truck

As I had informed the Council back in July, we had a severe fire on a 2001 Ford F-150 assigned to our Parks Department, and the truck was totaled. This puts us in a very tight spot for our fleet, as Parks was already pretty short on vehicles, and we don't have anything in our fleet appropriate to transfer to them.

I took a look at this at the fiscal year-end, and was able to fully fund our planned transfers out from the General Fund, while holding back \$29,500 for a new Parks truck. In my opinion, we are much better off to go this route due to the aggressive state bid pricing on a new vehicle rather than look for a used vehicle. Going this route also allows us to move toward a Parks priority that was requested in the FY21 budget but that we were not able to fund at that time. Parks requested a 1-ton truck with a dump bed, at a total estimated cost of \$45,000. I have attached that request sheet for reference. Basically, we would order the truck with a standard bed for now to work within the available funds, and then order the dump bed at a later time pending approval in the budget process.

We recommend going with the bid for Capper rather than the state bid from Stew Hansen in Des Moines. Capper is giving us a great deal and offering some additional options, and it is always great to keep the business local.

Brent Hinson

From: Nick Pacha <npacha@washingtونيowa.gov> on behalf of Nick Pacha
Sent: Wednesday, August 26, 2020 3:52 PM
To: Brent Hinson
Cc: Zach Wibstad; Jason Peterson
Subject: Parks Truck

Brent, I talked with Zach today about the State bid and the Capper bid for a new Parks truck. The state bid sheet I put in your mailbox with the highlighted truck for \$28,272.00. This is the bare bones Dodge Ram 3500 4x4 tradesman regular cab 8' box.

The Capper bid came back with the same truck plus a few of the options Zach and I discussed that would be good to have for future dump bed and very slight upgrades. Those include undercoating, larger Alternator, Shift on the fly transfer case, engine block heater, trailer brake control, power locks, power mirrors, skid plate, and better tires. With the "extras" Cappers bid was \$28,559. Difference of \$287.00 So I think it would be best to go with Capper and buy local with for the very small cost difference. Like we mentioned before we will budget for next year an aluminum dump landscaping bed for this vehicle and then we can sell the regular bed.

Thanks and please let me know if you have any questions.

Nick



Nick Pacha

Parks Superintendent
City of Washington (Pop. 7,266)
215 East Washington St.
Washington, IA 52353
(p) 319-653-5220

COPY

Not funded

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

FY 2020-2021 Budget
Equipment Purchase Request

FOR ITEMS OVER \$5,000

Item: 1-Ton Truck –With Dump bed	Account:Parks, Cap. Equip. Fund
Cost:\$45,000	Dept:Parks

Narrative/Justification: We would like to purchase a 1-ton truck for the Parks department . This truck would be very versatile. We would like to have a aluminum dump bed on it for loading and unloading mulch, topsoil, infield material, leaves, trees, sand, mulch, and pea gravel for play areas, tree removal and tree trimming. Currently anytime we have to haul anything we have to borrow from another dept. which make it very inefficient and difficult with schedules and coordinating.

If applicable, please describe the approximate value of the unit to be replaced, and whether it will be traded in or sold outright: We do not have anything to trade or sell.

*****Please attach additional documentation including any quotations received*****

TRUCK - Heavy Pickup

Group #	Contract/ Proposal #	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	EBS Base Engine	Alt. Engine Available?	Dealer	Price	Dept.
HPU 1.0	19097	2020	10/14/20	Ford	F250	3/4 Ton	Std Cab, 8 Ft Body, 4X2, V-8 Engine, 10,000 GVWR, 4,250 payload, 13,300 towing cap.	F2A	Yes	V8 Diesel	Dewey Ford	\$24,200.00	DAS
HPU 1.0	19098	2020	10/14/20	RAM	2500	3/4 Ton	Std Cab, 8 Ft Body, 4X2, V-8 Engine, 10,000 GVWR, 3,990 payload, 13,320 towing cap.	D12L62	No	V6 Diesel	Stew Hansens	\$27,140.00	DAS
HPU 2.0	19095	2020	10/14/20	Ford	F250	3/4 Ton	Std Cab, 8 Ft Body, 4X4, V-8 Engine, 10,000 GVWR, 3,840 payload, 12,800 towing cap.	F2B	Yes	V8 Diesel	Silver's Ford	\$26,976.00	DAS
HPU 2.0	19098	2020	10/14/20	RAM	2500	3/4 Ton	Std Cab, 8 Ft Body, 4X4, V-8 Engine, 10,000 GVWR, 3,690 payload, 12,940 towing cap.	D17L62	No	V6 Diesel	Stew Hansens	\$27,050.00	DAS
HPU 3.0	19099	2020	10/14/20	Ford	F350	1 Ton	Std Cab, 8 Ft Body, 4X4, V-8 Engine, 10,300 GVWR, 3,960 payload, 12,600 towing cap.	F3B	Yes	V8 Diesel	Charles Gabus Ford	\$28,587.00	DAS
HPU 3.0	19098	2020	10/14/20	RAM	3500	1 Ton	Std Cab, 8 Ft Body, 4X4, V-8 Engine, 10,400 GVWR, 3,940 payload, 12,950 towing cap.	D28L62	No	V6 Diesel	Stew Hansens	\$28,272.00	DAS
HPU 4.0	19099	2020	10/14/20	Ford	F350	1 Ton	Std Cab, 8 Ft Body, 4X2, V-8 Engine, 14,000 GVWR, 7,640 payload, 16,700 towing cap.	F3C	Yes	V8 Diesel	Charles Gabus Ford	\$27,820.00	DAS
HPU 4.0	19098	2020	10/14/20	RAM	3500	1 Ton	Std Cab, 8 Ft Body, 4X2, DRW, V-8 Engine, 13,300 GVWR, 6,850 payload, 12,980 towing cap.	D23L62	No	V6 Diesel	Stew Hansens	\$27,562.00	DAS
HPU 5.0	19099	2020	10/14/20	Ford	F350	1 Ton	Std Cab, 8 Ft Body, 4X4, DRW, V-8 Engine, 14,000 GVWR, 7,320 payload, 16,700 towing cap.	F3D	Yes	V8 Diesel	Charles Gabus Ford	\$30,849.00	DAS
HPU 5.0	19098	2020	10/14/20	RAM	3500	1 Ton	Std Cab, 8 Ft Body, 4X4, DRW, V-8 Engine, 13,400 GVWR, 6,510 payload, 12,640 towing cap.	D28L62	No	V6 Diesel	Stew Hansens	\$28,949.00	DAS
HPU 6.0	19095	2020	10/14/20	Ford	F250	3/4 Ton	Ext Cab, 6-1/2 Ft Body, 4X4, V-8 Engine, 10,000 GVWR min, 3,570 payload, 12,400 towing cap.	X2B	Yes	V8 Diesel	Silver's Ford	\$28,787.00	DAS
HPU 7.0	19095	2020	10/14/20	Ford	F250	3/4 Ton	Ext Cab, 8 Ft Body, 4X4, V-8 Engine, 10,000 GVWR, 3,570 payload, 12,400 towing cap.	X2B	Yes	V8 Diesel	Silver's Ford	\$29,176.00	DAS
HPU 8.0	19095	2020	10/14/20	Ford	F350	1 Ton	Ext Cab, 6-1/2 Ft Body, 4X4, V-8 Engine, 10,400 GVWR, 3,800 payload, 12,300 towing cap.	X3B	Yes	V8 Diesel	Silver's Ford	\$31,276.00	DAS
HPU 9.0	19095	2020	10/14/20	Ford	F350	1 Ton	Ext Cab, 8 Ft Body, 4X4, DRW, V-8 Engine, 14,000 GVWR, 3,990 payload, 16,200 towing cap.	X3B	Yes	V8 Diesel	Silver's Ford	\$33,212.00	DAS
HPU 10.0	19097	2020	10/14/20	Ford	F250	3/4 Ton	Crew Cab, 6-1/2 Ft Body, 4X4, V-8 Diesel Engine, 10,000 GVWR, 2,600 payload, 14,700 towing cap.	W2B	No	V8 Gas EBS	Dewey Ford	\$38,549.00	DAS
HPU 10.0	19098	2020	10/14/20	RAM	2500	3/4 Ton	Crew Cab, 6-1/2 Ft Body, 4X4, V-6 Diesel Engine, 11,700 GVWR, 3,930 payload, 17,200 towing cap.	D17L91	No	V8 Gas	Stew Hansens	\$37,764.00	DAS
HPU 11.0	19097	2020	10/14/20	Ford	F350	1 Ton	Crew Cab, 6-1/2 Ft Body, 4X4, V-8 Diesel Engine, 11,200 GVWR, 3,690 payload, 15,000 towing cap.	W3B	No	V8 Gas EBS	Dewey Ford	\$40,595.00	DAS
HPU 11.0	19098	2020	10/14/20	RAM	3500	1 Ton	Crew Cab, 6-1/2 Ft Body, 4X4, V-6 Diesel Engine, 11,200 GVWR, 4,080 payload, 17,200 towing cap.	D28L91	No	V8 Gas	Stew Hansens	\$39,775.00	DAS
HPU 12.0	19099	2020	10/14/20	Ford	F350	1 Ton	Crew Cab, 8 Ft Body, 4X2, DRW, V-8 Diesel Engine, 14,000 GVWR, 6,950 payload, 19,000 towing cap.	W3C	No	V8 Gas EBS	Charles Gabus Ford	\$39,516.00	DAS
HPU 12.0	19098	2020	10/14/20	RAM	3500	1 Ton	Crew Cab, 8 Ft Body, 4X2, DRW, V-6 Diesel Engine, 14,000 GVWR, 6,170 payload, 17,000 towing cap.	D23L92	No	V8 Gas	Stew Hansens	\$39,037.00	DAS
HPU 13.0	19097	2020	10/14/20	Ford	F350	1 Ton	Crew Cab, 8 Ft Body, 4X4, DRW, V-8 Diesel Engine, 14,000 GVWR, 6,530 payload, 21,000 towing cap.	W3D	No	V8 Gas EBS	Dewey Ford	\$42,124.00	DAS
HPU 13.0	19098	2020	10/14/20	RAM	3500	1 Ton	Crew Cab, 8 Ft Body, 4X4, DRW, V-6 Diesel Engine, 14,000 GVWR, 5,830 payload, 16,660 towing cap.	D28L92	No	V8 Gas	Stew Hansens	\$41,206.00	DAS

State B.I.P

TRUCK - Medium Duty Chassis Cab (3500/350 Series)

Group #	Contract/ Proposal #	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	EBS Base Engine	Alt. Engine Available?	Dealer	Price	Dept.
MDC 1.0	19097	2020	10/14/20	Ford	F350	1 Ton	Std Cab, 60 inch CA, 4X4, DRW, V-8 Engine, 14,000 GVWR, 16,400 towing cap.	F3H	Yes	V8 Diesel	Dewey Ford	\$30,283.00	DAS
MDC 1.0	19098	2020	10/14/20	RAM	3500	1 Ton	Std Cab, 60 inch CA, 4X4, DRW, V-8 Engine, 13,500 GVWR, 7,120 payload, 14,470 towing cap.	DB8L63	No	V6 Diesel	Stew Hansens	\$32,233.00	DAS
MDC 2.0	19097	2020	10/14/20	Ford	F350	1 Ton	Std Cab, 84 inch CA, 4X4, DRW, V-8 Engine, 14,000 GVWR, 16,240 towing cap.	F3H	Yes	V8 Diesel	Dewey Ford	\$30,827.00	DAS
MDC 2.0	19098	2020	10/14/20	RAM	3500	1 Ton	Std Cab, 84 inch CA, 4X4, DRW, V-8 Engine, 13,500 GVWR, 6,990 payload, 14,340 towing cap.	DB8L64	No	V6 Diesel	Stew Hansens	\$32,408.00	DAS
MDC 3.0	19097	2020	10/14/20	Ford	F350	1 Ton	Ext Cab, 60 inch CA, 4X4, DRW, V-8 Engine, 14,000 GVWR, 7,220 payload, 16,100 towing cap.	X3H	Yes	V8 Diesel	Dewey Ford	\$32,831.00	DAS
MDC 4.0	19099	2020	10/14/20	Ford	F350	1 Ton	Ext Cab, 84 inch CA, 4X4, DRW, V-8 Engine, 13,500 GVWR, 6,600 payload, 13,950 towing cap.	DB8L93	No	V6 Diesel	Charles Gabus Ford	\$38,078.00	DAS



Capper Quote

Vehicle: [Fleet] 2020 Ram 3500 (D28L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Quote Worksheet

	MSRP
Base Price	\$38,145.00
Dest Charge	\$1,695.00
Total Options	\$2,170.00
Subtotal	\$42,010.00
Undercoating	\$300.00
Subtotal Pre-Tax Adjustments	\$300.00
Less Customer Discount	(\$13,751.00)
Subtotal Discount	(\$13,751.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$28,559.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$28,559.00

Dealer Signature / Date

Customer Signature / Date

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Data Version: 11634. Data Updated: Aug 13, 2020 10:24:00 PM PDT



Vehicle: [Fleet] 2020 Ram 3500 (D28L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TCP	Tires: LT275/70R18E OWL On/Off Road	2.00 lbs	2.00 lbs	\$295.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PW7	Bright White Clearcoat	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat -inc: Manual Adjust 4-Way Driver Seat	0.00 lbs	0.00 lbs	\$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z8F	GVWR: 11,000 lbs (STD)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A61	Tradesman Level 1 Equipment Group -inc: Speed Sensitive Power Locks, Satin Chrome Interior Door Handles, Exterior Mirrors w/Supplemental Signals, Upgraded Door Trim Panels, Exterior Mirrors Courtesy Lamps, Exterior Mirrors w/Heating Element, Front 1-Touch Down Power Windows, Mirror Running Lights, Overhead Console, Remote Keyless Entry, Power Adjustable Heated Black Tow Mirrors, Overhead Cupholder Lamp	0.00 lbs	0.00 lbs	\$995.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield	0.00 lbs	0.00 lbs	\$95.00

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Vehicle: [Fleet] 2020 Ram 3500 (D28L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
BAJ	220 Amp Alternator	0.00 lbs	0.00 lbs	\$100.00
DK3	Electric Shift-On-The-Fly Transfer Case	0.00 lbs	0.00 lbs	\$295.00
NHK	Engine Block Heater	0.00 lbs	0.00 lbs	\$95.00
XHC	Trailer Brake Control	0.00 lbs	0.00 lbs	\$295.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
YEP	Manufacturer's Statement of Origin	0.00 lbs	0.00 lbs	\$0.00
Options Total		2.00 lbs	2.00 lbs	\$2,170.00

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*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



City of Washington
*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

August 31, 2020

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Egg Sewer Cleaning/Root Cutting

We brought Central Iowa Televising in this summer to televise a few segments of the “egg” sewer (the town’s original central sewer dating from the late 1800’s) that were unable to be televised when it was last done in 2015. CIT encountered several areas with large tree root or other blockages that did not allow much progress to be made. We are asking Council to approve additional work in the estimated amount of not to exceed \$15,000 (I am going to ask them to do more televising on the egg than noted to better take advantage of the cost of mobilization) to allow the sewer to be cleaned out and televised. This work is important as we need to understand the condition of the entire sewer for future prioritization of repairs.



Washington, IA
Sewer cleaning and televising

The City of Washington
will hereafter be referred to as "Customer"
CIT Sewer Solutions will hereafter be referred to as "CIT"

DESCRIPTION OF WORK: The work to be done under this contract includes all labor, materials and equipment for cleaning and televising of sanitary sewer unless specified otherwise in this contract.

Pricing:

Description	Quantity	Rate	Total
Mobilization	2	\$1,660	\$3,320.00
Hourly TV Truck	8	\$300	\$2,400.00
Hourly Jet/Vac Truck	8	\$300	\$2,400.00

****Estimated 8 hours to complete project, Invoice will reflect actual time spent on site****

Total - \$8,120.00

CHANGE ORDER: Request for any additional work not included in the provisions of these specifications will be negotiated between Customer and CIT via change order. Must be signed and dated by all parties before additional work can begin.

PAYMENT: Payment will be made at the unit prices listed above. Customer will pay CIT in full for all completed work within 30 days of invoice date.

If payment is received within 10 days of invoice date, Customer will receive a 5% discount.

PLANS: Customer will provide maps or prints of sewer lines to be cleaned and inspected. The lines that are scheduled for inclusion in the project will be clearly marked/highlighted. Customer will provide reference numbers for all manholes. CIT will use the cities reference numbers on the written and video reports.

SCHEDULING AND EXECUTION OF WORK: Customer will give CIT a notice to proceed after all contracts have been executed and all necessary forms or insurance certificates have been collected by either CIT

of the customer. Customer and CIT will establish a schedule that identifies a project itinerary that is mutually beneficial to both parties within the performance period.

CIT will begin work as soon as possible after notice to proceed from Customer.

WORK AND MATERIAL PROVIDED BY CUSTOMER:

Customer will provide the following at no cost to CIT:

- 1) Community awareness that sewer maintenance is scheduled with CIT
- 2) Legal and physical access to manholes on portion of sewer included in the project
- 3) Any excavation, opening, back filling and/or repair of sewers and/or streets required to remove CIT's equipment caught in the sewer pipe due to sewer defects
- 4) Repair or replace equipment that cannot be retrieved or is damaged while working in pipe that is high risk that Customer has requested maintenance services and is aware of risk associated with these maintenance activities
- 5) Water for cleaning sewer and access to nearest fire hydrants
- 6) A secure storage area to accommodate CIT equipment, vehicles and materials
- 7) A location near work site where debris removed from sewer cleaning can be deposited

WORK AND MATERIALS PROVIDED BY CIT:

Sewer Cleaning:

- 1) Sewers will be cleaned by removing grit, loose solids and grease.
- 2) There will be no more than 5% of the pipe diameter of these types of debris left in the lines prior to televising. This does not include the removal of hard deposits.
- 3) The cleaning equipment will be truck mounted combination water jet/vacuum unit. Prior to the sewer cleaning operation, Customer and CIT will agree upon a sewer cleaning sequence. In general, the sewer cleaning process will proceed from the upper ends of each sewer basin to the lower ends.
- 4) Debris will be removed by vacuum to prevent workers from entering manholes. CIT will collect and transport all debris removed during the sewer cleaning operation to the facility of Customer choice.

Sewer Inspection:

- 1) CIT will provide Pre and Post Video for CIPP repair work
- 2) Video inspections will be performed by a NASSCO certified PACP operator
- 3) CIT will perform closed circuit video inspections of the sewer using current state of the art technology and trained employees
- 4) CCTV camera will be high-resolution color with adjustable iris focus
- 5) CCTV camera will have pan and tilt capabilities that allow up close and right angled inspections of defects and other significant observations
- 6) Video camera will be equipped with 1,000' of video cable
- 7) Video camera, television monitor and other components of the video system will produce a high-quality video image
- 8) Footage distance measured by the video system will be accurate within 1% and will be used to determine footages for reporting and billing purposes. The center line between manholes will be the reference points used to determine footage measurements

INSURANCE:

CIT will maintain General Liability and Auto Liability Insurance throughout the duration of the contract with limits not less than \$1,000,000 General Liability, \$1,000,000 Auto and \$500,000 Workers Compensation Employers Liability. Proof of Insurance in the form of an insurance certificate will be issued to the Customer prior to the start of the project.

ADDITIONAL COMMENTS/RQUESTS/ADDENDUMS BETWEEN CUSTOMER AND CIT:

JJ Bell

Customer Scheduling Coordinator

319-653-1538

Phone Number

Name and address of the person reports should be sent to: *blinson@washingtontiowa.gov*
jjbell@washingtontiowa.gov

Name and address or email invoices should go to: *blinson@washingtontiowa.gov* and
klbrown@washingtontiowa.gov

Preferred Invoice Method: Emailed Mailed

Agreement dated this the _____ day of _____, 20____

Customer Authorized Signature

CIT Signature

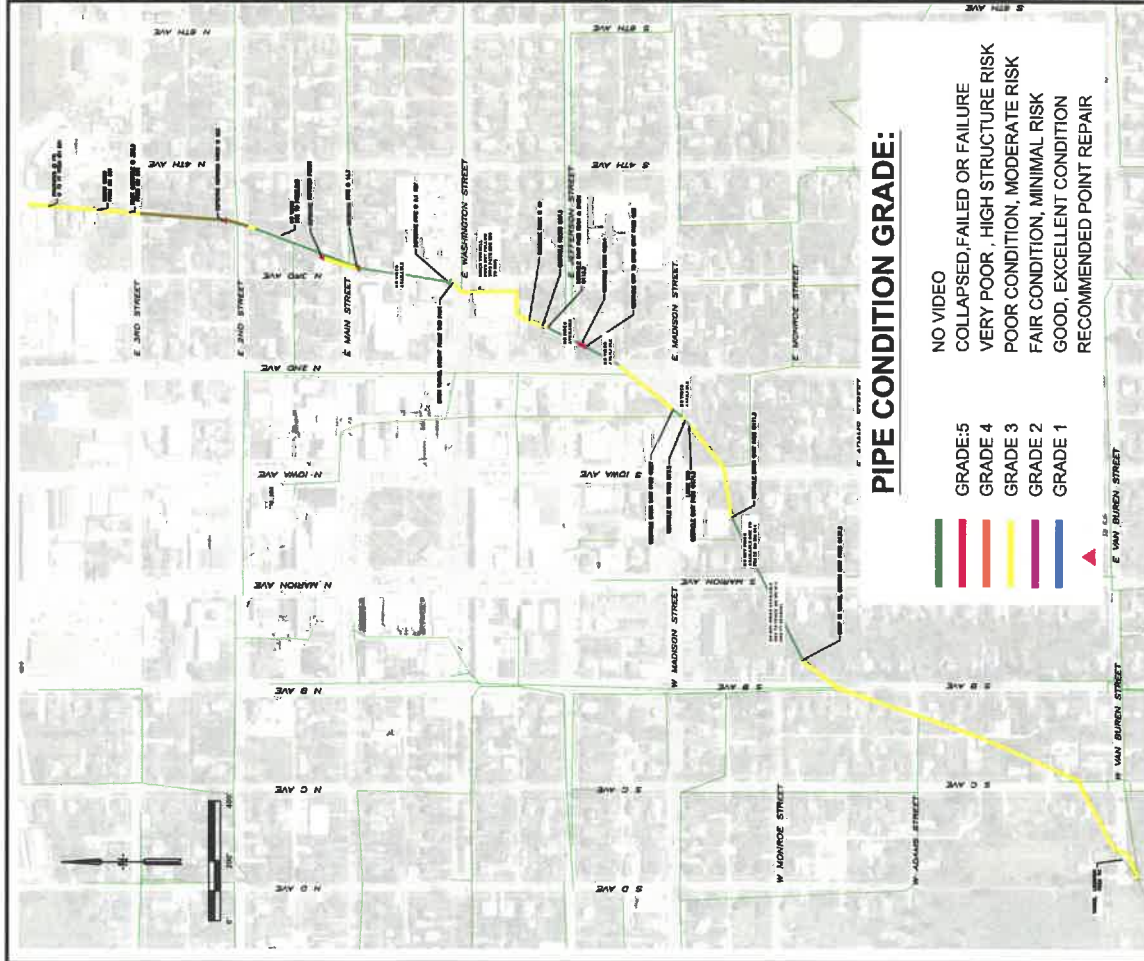
Executed contracts may be sent with the CIT Project Manager, emailed, or mailed to:

office@citsewer.com

CIT Sewer Solutions

PO Box 203

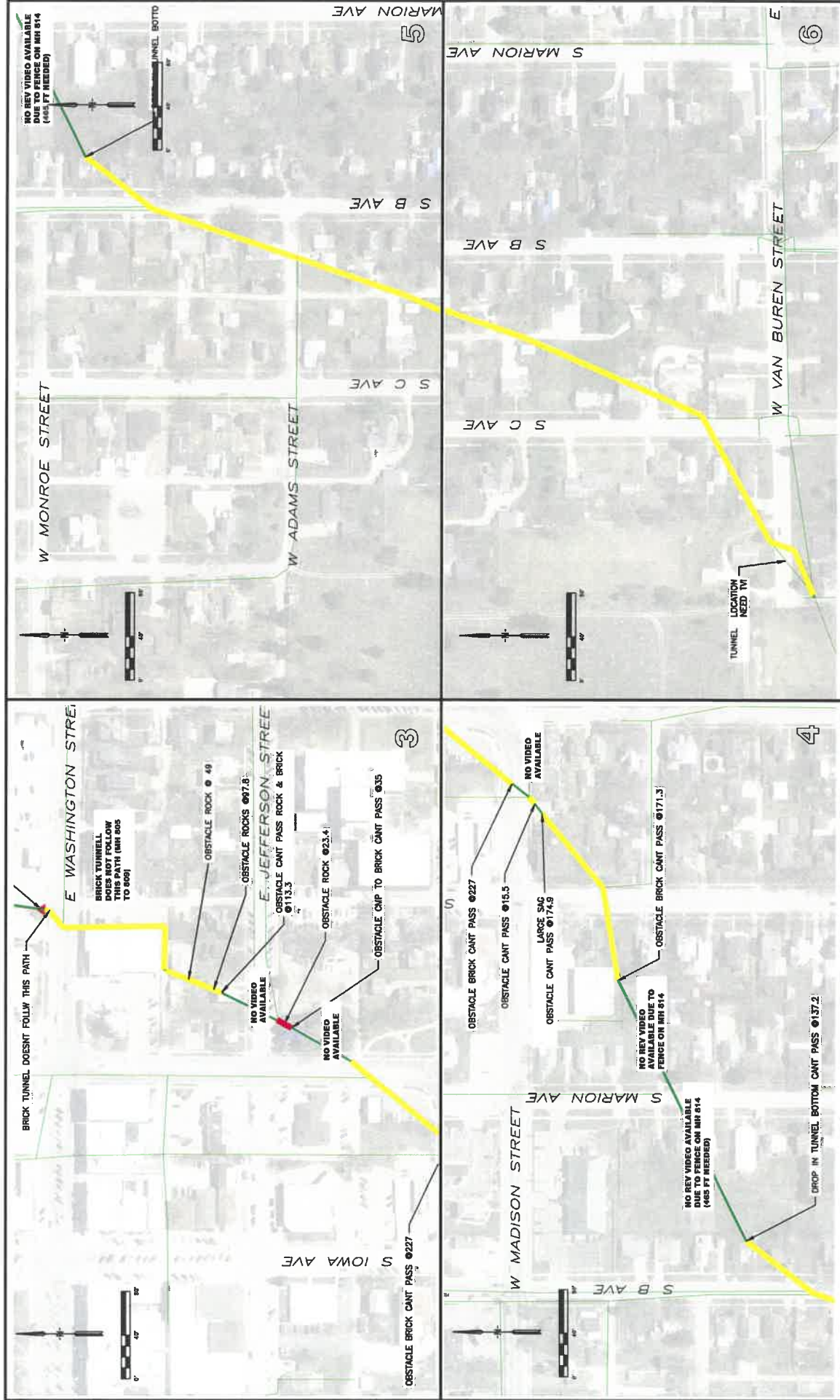
Mc Callsburg, IA 50154



VEENSTRA & KIMM, INC.



EGG SEWER TVI
CITY OF WASHINGTON
FIGURE 1-0



*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

August 27, 2020

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: CARES Act Local Government Relief Fund

As was discussed at the end of a Council meeting a month ago, the State of Iowa has made \$125 million available to local governments for COVID-19 recovery, including \$25 million to relieve local governments of any FEMA match for reimbursement of eligible expenses, and \$100 million for non-FEMA-eligible expenses, distributed on a per-capita basis after the submission of qualifying expenses. This latter provision makes the City of Washington eligible for up to \$171,832.26 in reimbursement. This compares fairly directly with the shortfall we have suffered in Riverboat Municipal Grant funds for our projects, which is around \$150,000 to date. The projected losses in Local Option Sales Tax and Road Use Tax have really not emerged as feared, at least thus far.

I have attached the State's bulletin on this funding. By far the most straightforward way to claim this funding appears to be claiming 25% of payroll costs for public safety and public health activities. This is also appealing, because these payroll costs will not overlap with anything that can be claimed through FEMA. At this time, we are able to claim \$143,151.56, and should easily be able to justify the remainder when we submit again in October for August and September.

RESOLUTION NO. _____

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19
GOVERNMENT RELIEF FUND**

WHEREAS, The United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic;

WHEREAS, Governor Kim Reynolds allocated \$100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency;

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 20, 2020 and have not been reimbursed from other sources; and

WHEREAS, the State of Iowa has required that expenses for March 1, 2020 through July 31, 2020 be submitted by September 15, 2020, while expenses for August 1, 2020 through September 30, 2020 will be submitted later.

NOW, THEREFORE BE IT RESOLVED, the City of Washington requests reimbursement of \$143,151.56 in eligible expenditures in response to the COVID-19 public health emergency.

PASSED and Approved this 1st day of September, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk



Iowa COVID-19 Local Government Relief Fund

Governor Kim Reynolds has allocated \$125 million for reimbursements to local governments for direct expenses incurred in response to the COVID-19 emergency.

\$100 million for reimbursement will be divided between eligible cities and counties by 2019 estimated population. \$25 million will be used to cover the local government portion of the FEMA match through the Iowa Department of Homeland Security and Emergency Management.

Consistent with the U.S. Treasury Department Guidance, funds may only be used to cover costs that:

- A. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- B. Were not accounted for in the government entity's budget most recently approved as of March 27, 2020;
- C. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and
- D. Have not been reimbursed or where reimbursement has not been requested from another source of funds including, but not limited to, other federal programs.

The State of Iowa has entered into a contract with a third party accounting firm to manage the process to request reimbursement and process payments.

Necessary Expenditures Include the Acquisition and Distribution of:

- Personal Protective Equipment
- Sanitizing Products
- Testing Equipment and Supplies (test kits)
- Ventilators
- Other necessary COVID-19 Medical Supplies and Equipment

Other related necessary expenditures:

- Temporary Isolation or Quarantine Sites
- Medical Transportation
- Expenses for Sanitizing Public Areas and other Public Facilities
- Temporary Emergency Staffing and overtime costs for staff that is substantially dedicated to the mitigation or response to the COVID-19 Public Health Emergency
- Payroll costs for public health and public safety employees for services dedicated to mitigating or responding to the COVID-19 public health emergency
 - As a matter of administrative convenience in light of the emergency nature of this program, local governments may presume that 25% payroll costs for public health employees and 25% of payroll costs for public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency
- Equipment used for the conduct of meetings by telephonic or electronic means
- Software or technology infrastructure to allow for local services to be provided while social distancing
- Additional costs associated with enhanced 211 capabilities

Process for Requesting Reimbursement of Qualified Expenses

A web-based process will be available to submit requests and upload supporting documentation and records.

To be eligible, a local government will need to pass a resolution from the governing body stating that all reimbursements submitted follow the Federal and State of Iowa guidance on how the funds should be spent, and that if the funds are misrepresented, the local government will be liable for repayment and any applicable penalty and interest.

Initial claims shall be for costs incurred between March 1, 2020 and July 31, 2020. Those claims shall be submitted by September 15, 2020. Expenses incurred August 1, 2020 – September 30, 2020 need to be submitted by October 1, 2020. Claims for reimbursement must include documentation of the incurred expense, such as invoices, payroll records, and or any other records as needed.

The state will review all submissions for completeness and accuracy, and then approve for reimbursement up to the allocated amount for each locality.

A local government must first submit reimbursement to FEMA for eligible items before requesting from the State. An item cannot be reimbursed by both FEMA and the State.

FEMA Public Assistance Requests

In order to maximize funding, local governments must agree to seek U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) reimbursement through the Public Assistance (PA) program for eligible expenditures. Local governments should work with the Iowa Department of Homeland Security and Emergency Management (HSEMD) to submit an application to the PA Program.

FEMA guidance indicates the following items would qualify:

- Personal protective equipment
- Sanitizing products
- Necessary medical supplies and equipment
- Temporary emergency staffing and overtime costs for staff that is substantially dedicated to the mitigation or response to the Covid-19 Public Health Emergency

Once a Request for Public Assistance (RPA) form has been submitted and approved by FEMA, local entities can submit a project worksheet, through the FEMA Grants Portal, for eligible costs associated with the COVID-19 Public Health Emergency along with documentation supporting the claimed costs. FEMA will review the submitted request for assistance/costs and supporting documentation and determine if any additional information is needed and make eligibility determinations. Once the project and costs are deemed to be eligible by FEMA, the project will be obligated/awarded by FEMA. There is a 75% Federal / 25% local cost share associated with the FEMA Public Assistance Projects and the state will pick up the 25% local cost share from the \$25 million set aside.

City of Washington
State of Iowa CARES Reimbursement
September 1, 2020

<u>Category</u>	<u>Amount</u>	<u>%</u> <u>Eligible</u>	<u>Total</u> <u>Eligible</u>
Police Payroll Costs, 3/1/20- 7/31/20	\$ 373,836.37	25.00%	\$ 93,459.09
Fire Payroll Costs, 3/1/20- 7/31/20	\$ 123,039.18	25.00%	\$ 30,759.80
Police/Fire Health (Emp), 3/1/20- 7/31/20	\$ 68,535.01	25.00%	\$ 17,133.75
Contract Janitorial Costs, 3/1/20- 6/30/20	\$ 4,680.00	25.00%	\$ 1,170.00
Bldg Maint Payroll Costs, 7/1/20- 7/31/20	\$ 1,417.06	25.00%	\$ 354.27
Electronic Meeting Costs, 3/1/20- 7/31/20	\$ 274.65	100.00%	\$ 274.65
Total Eligible, 9/15/2020 Draw			\$ 143,151.56

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

August 27, 2020

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Housing CDBG Contracts & Administrative Resolutions

We have a number of items needing attention related to the \$234,994 Community Development Block Grant (CDBG) for Housing Sustainability we were recently awarded.

The following are contracts needed to proceed with the grant and its administration:

- 1) Grant Contract with Iowa Economic Development Authority
- 2) Contract with ECICOG to administer the CDBG process on our behalf.

The following items are required by CDBG administrative rules to be adopted. All of the policies are based on templates provided by ECICOG and following our past practices on these documents of resolution vs. simple motion:

- 1) Resolution Adopting Code of Conduct- required by the CDBG administrative rules to be adopted.
- 2) Resolution Adopting Procurement Policy- required by CDBG administrative rules.
- 3) Simple Motion on Equal Opportunity Policy Statement.
- 4) Simple Motion on Mayor's Proclamation Regarding a Policy on the Prohibition of the Use of Excessive Force.
- 5) Simple Motion on Affirmative Fair Housing Policy.
- 6) Simple Motion on Residential Anti-Displacement.
- 7) Simple Motion on Signature Authorization for Alternate Signators (please authorize Brent Hinson and Kelsey Brown)

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1853 Bell Avenue, Suite 202 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com



August 04, 2020

Honorable Jaron Rosien
City of Washington
215 E Washington
Washington, Iowa 52353

SUBJECT: 2020 CDBG Housing Sustainability Award (20-HSG-015)

Dear Mayor Rosien:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Washington a Community Development Block Grant (CDBG) in an amount not to exceed \$234,994.

Your contract with respect to this award (the "Contract") will have a start date of July 31, 2020 pending successful contract negotiation and complete execution. Enclosed is the Contract between the City of Washington and IEDA. Please review the document thoroughly. Once signed, please return the original signed copy to Hayley Crozier at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to iowaGrants.gov for your records.

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

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY October 14, 2020, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Joyce Brown, at 515.348.6209 or by e-mail at Joyce.Brown@IowaEDA.com.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah", followed by a long, horizontal, slightly wavy line that extends to the right.

Deborah V. Durham
Director

cc: Tracey Achenbach, East Central Iowa Council of Governments
Representative Jarad J. Klein, House District 78
Senator Kevin Kinney, Senate District 39
File: iowaGrants.gov

PROJECT INFORMATION

PROJECT TITLE: Washington (CDBG Housing Sustainability)
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$234,994
GRANT AWARD PERIOD: July 31, 2020 to August 1, 2022
FEDERAL AWARD PROJECT DESCRIPTION: CDBG Housing Sustainability Project

SUBRECIPIENT INFORMATION

AGENCY NAME: City of Washington
ADDRESS: 215 E Washington, Washington, 52353
DUNS # (UNIQUE ENTITY IDENTIFIER): 087128161
SUBRECIPIENT'S INDIRECT COST RATE: N/A

FEDERAL FUNDS INFORMATION

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

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

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

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

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

RECIPIENT: Washington
CONTRACT NUMBER: 20-HSG-015
EFFECTIVE DATE: July 31, 2020
AWARD AMOUNT: \$234,994
END DATE: August 1, 2022

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

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

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

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

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

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

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 11
MISCELLANEOUS

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

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

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

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

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in 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: Washington

BY:

Mayor
Washington
215 E Washington
Washington, Iowa 52353

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

Contract Title: **Contract for Community Development Block Grant Services (the “Contract”)**

Contractor:
(payments to) **East Central Iowa Council of Governments**
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Contract Number: **20-HSG-015, the “CDBG Contract”**

Local Government: **City of Washington, Iowa**

Contract Amount: **Actual cost, not-to-exceed \$75.00 per hour**
Grant administrative services (IEDA contract-General): \$10,000
Technical Services: (IEDA contract, including lead-hazard activity): \$33,000

Effective Date: **August 1, 2020**

Expiration Date: **August 1, 2022**

Pursuant to the CDBG Contract, Local Government shall obtain the written consent of Iowa Economic Development Authority (“IEDA”) prior to directly or indirectly assigning its rights and responsibilities under the CDBG Contract. By executing this Contract, Local Government represents that it is in compliance with CDBG Contract obligations. The Contractor agrees to perform all services set forth in the attached Special Conditions, for the consideration stated herein. The rights and obligations of the parties to this Contract (collectively, the “Parties”; individually, a “Party”) shall be subject to and governed by the Special Conditions and the General Conditions. Any work performed by the Contractor beyond this Contract's scope will conform to fees shown in Appendix “A”. The Parties agree that the Contractor’s performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding.

To the extent of any inconsistency between the Special Conditions or the General Conditions, and any specifications or other conditions which are made a part of this Contract, by reference or otherwise, the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day and year last specified below.

Local Government:

Contractor:

Jaron Rosien, Mayor
City of Washington

Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

Date

RESOLUTION 2020- _____

A RESOLUTION ADOPTING A CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct for the City of Washington, is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of the City of Washington engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of City of Washington shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award.

City of Washington officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

City of Washington has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Washington of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to the Washington City Administrator, 215 E Washington, Washington, IA 52353 or 319-653-6584.

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against City of Washington officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this 1st day of September, 2020.

(signature)

Jaron Rosien, Mayor

ATTEST:

(signature)

Illa Earnest, City Clerk

RESOLUTION 2020-_____

A RESOLUTION ADOPTING A PROCUREMENT POLICY

This Procurement Policy of the City of Washington (hereinafter referenced as "Recipient") is applied with respect to funding assistance awarded from the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD), by the Iowa Economic Development Authority (IEDA), as specified in 2 CFR Part 200.317 - 200.326

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the Recipient as related to the implementation and administration of CDBG Program award. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200, or as may be amended.

POLICY

GENERAL PROCUREMENT PRACTICES

Recipient will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

Recipient will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

- A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)

- B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.
- C. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.
1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
 - a) A complete, adequate and realistic specification or purchase description is available.
 - b) Two or more responsible bidders are willing and able to compete effectively for Recipient's business; and
 - c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
 2. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
 - b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
 - c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of Recipient indicates that such discounts are generally taken.
 - e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
- D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
 2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
 3. Recipient shall have a method for conducting evaluations of the proposals received and for selecting awardees.
 4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
 5. Recipient should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.
- E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:
1. The item is available from only a single source;
 2. After solicitation of a number of sources, competition is determined inadequate;
 3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
 4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).
- F. Recipient will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.
- G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

RECYCLED MATERIALS

Recipient will procure items with the highest percentage of recycled materials practical. Recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all requirements of Section 6002 of the Resource of Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247."

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. Recipient shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

Recipient shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (Recipient) shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

Passed and adopted this 1st day of September, 2020.

Jaron Rosien, Mayor
Signature

ATTEST:

Illa Earnest, City Clerk
Signature

EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Washington (hereinafter referred to as "City") to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation.

The Mayor of the City has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by the City, which may be contacted at 319-653-6584.

This Equal Opportunity Policy of the City shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Adopted by the City this 1st day of September 2020.

Jaron Rosien, Mayor

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, the City of Washington has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the City of Washington endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, the City of Washington hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City of Washington agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of Washington further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City of Washington has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by the City of Washington, which may be contacted at 319-653-6584.

Adopted by the City of this 1st day of September, 2020.

Signed (Jaron Rosien, Mayor): _____

PUBLIC NOTICE AFFIRMATIVE FAIR HOUSING POLICY

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

The City of Washington advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Washington shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Washington has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Brent Hinson, City Administrator

OFFICE: City Hall

ADDRESS: 215 E Washington St

CITY/STATE/ZIP CODE: Washington, Iowa 52353

PHONE NUMBER: 319-653-6584

HOURS: 9:00 AM – 4:00 PM



The Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, As Amended

This Residential Anti-displacement and Relocation Assistance Plan (RARA) is prepared by the City of Washington in accordance with the Housing and Community Development Act of 1974, as amended, and HUD Regulations at 24 CFR 42.325 and is applicable to our CDBG, UDAG and/or HOME-assisted projects.

Consistent with the goals & objectives of activities assisted under the Act, the City of Washington will take the following steps to minimize the direct and indirect displacement of person from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners & tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units", as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

The City of Washington will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and/or HOME Programs, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

Adopted by the Council of the City of Washington this 1st day of September 2020

Signed (Jaron Rosien, Mayor): _____

Attest (Illa Earnest, City Clerk): _____

SIGNATURE AUTHORIZATION FOR ALTERNATE SIGNATORS

RE: Contract Number: 20-HSG-015
Recipient: City of Washington, Iowa

In the event that the Chief Elected Official (CEO) is unable to sign project related correspondence for the Recipient's above referenced contract, the following alternates are designated below. The signatures attested below are effective as of the 1st day of September, 2020

Sincerely,

CEO / Jaron Rosien, Mayor

Signatory # 1

Signatory # 2

Signatory # 3

Witness

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

August 26, 2020

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: City Clerk Search Process

Thanks for your support of the proposed process in the discussion at the last meeting. I have attached 2 action items to move the process along as discussed.

The first item would appoint the committee to conduct the search, and adopt the revised job description presented last time. The 2nd item would make 2 minor tweaks to our code to reflect the new position. These would eliminate the requirement that the Clerk be reappointed every two years and would specifically list the Development Services Director as an appointment made by the City Administrator.

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



*City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

City Clerk/Development Services Director Hiring Process

Proposed 8/26/2020

General Approach

- Committee consisting of Mayor, 2 City Councilors, City Administrator, Finance Director
- Interview process consisting of interview with committee, interview with community panel, and tour/strategic discussion with Chamber or Main Street Director

Schedule for Process

- August 18: Initial Council discussion of process & revised job description **COMPLETE**
- September 1: Revised job description presented to Council for discussion & consideration; Council considers appointment of committee; 1st consideration of ordinance changes
- September 2-11: Committee meets to discuss hiring process, review position profile and advertising plan
- September 15: Council approves any changes to hiring process recommended by committee; Council approves position profile and advertising plan and authorizes committee to seek applicants; 2nd consideration of ordinance changes
- September 16- October 8: Advertising for applicants
- October 6: 3rd & final consideration of ordinance changes
- October 9: Deadline for applications
- By October 14: Committee meets to review applications and select finalists
- By October 30: Interviews of finalists; Committee meets following interviews to listen to input from community panel and make a hiring decision
- November 3: Council considers confirmation of hire
- By December 7: New Clerk starts (plan for brief overlap with Illa)

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A REVISED JOB DESCRIPTION
FOR THE CITY CLERK/ DEVELOPMENT SERVICES DIRECTOR POSITION
AND CREATING & APPOINTING A SEARCH COMMITTEE**

WHEREAS, City Clerk Illa Earnest has announced her plan to retire effective December 31, 2020; and

WHEREAS, the City Council wishes to consider a revised job description recognizing job duties needing to be performed by the position in the future; and

WHEREAS, the City Council wishes to support a thorough, well-organized, and inclusive process for the replacement of this important position; and

WHEREAS, the Council wishes to support the City Administrator's desire to engage a committee to assist in this endeavor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:

Section 1. The City Council hereby approves the revised job description for the City Clerk/ Development Services Director, as attached to this resolution.

Section 2. The City Council approves the creation of a City Clerk/ Development Services Director Search Committee to organize and oversee the process of hiring a new City Clerk/ Development Services Director, subject to final confirmation by the Council.

Section 3. The City Council accepts the recommended appointments of Jaron Rosien, Millie Youngquist, Brendan DeLong, Kelsey Brown, and Brent Hinson to the Committee.

PASSED AND APPROVED this 1st day of September, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illla Earnest, City Clerk

[Jaron P. Rosien](#)~~Brent Hinson~~,
City Administrator
~~Sandra Johnson~~, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
[Brent Hinson, City](#)
[Administrator](#)



215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax

TITLE: City Clerk/Development Services Director
DEPARTMENT: Administration & Finance
REPORTS TO: City Council/City Administrator
FLSA: Exempt

POSITION SUMMARY:

The City Clerk/Development Services Director is an exempt professional position with proficiency in management, budgeting and decision making; which performs work related to the management, oversight, planning and implementation of the city's daily operations. ~~This position is appointed for a two-year term at the first council meeting in January following the regular city elections. The city council shall appoint this position by majority vote.~~ This position will be required to attend and participate in council meetings.

The City Clerk follows prescribed policies and procedures and must be skilled in decision-making and generally work well with no supervision. Performs all other duties as assigned.

ESSENTIAL FUNCTIONS AND DUTIES:

Position holds primary responsibility for the following:

Supervise daily operations & employees of Development Services Department including code enforcement, permits, inspections, safety programming, and other departmental prerogatives.

Determine and priorities work plans and implement personnel, equipment and materials to accomplish results in a safe and efficient manner. Must have a thorough knowledge of operations and manpower necessary to perform tasks involving the city's daily operations. Responsible for the oversight of all the city council's activities; including but not limited to ~~Schedulings~~scheduling and publicizing meetings, recording measures considered, authentication and certification of measures, file records, maintenance of city records, issue of licenses and permits, apply and collect liens due the city. Responsible for keeping all City vehicles, equipment, tools, building and grounds in clean, safe and in good working condition as needed. Supervises work schedules and approves & coordinates employee leave time as needed. Interview, hire and evaluation of departmental employees. Preparation of yearly and special department budget requests. Purchases departmental supplies & equipment under applicable purchasing policies.

City Clerk/Development Services Director Job Description 8/14/2020

Coordinates with County Auditor's Office, the Office of the Iowa Secretary of State, and candidates for office on election matters.

Oversees official records of the City and coordinates with all appropriate agencies in the processing of official actions of the Council.

Prepares the official agenda and attachments for meetings of the City Council, in coordination with the Mayor and City Administrator, and with the input of the City Council.

Coordinates with the Finance Director on various matters, including limited shared oversight of administrative staff as it relates to delegated Clerk duties.

Key member of administrative leadership team; works cooperatively with City Administrator and Finance Director to guide the organizational administratively. Coordinates departmental activities with other departments, and assists other departments as needed. Chief liaison to individual departments as assigned by City Administrator.

Serves as chief liaison to organizations such as Washington Chamber of Commerce, Main Street Washington, and/or others as assigned by City Administrator. Chief liaison to individual City boards, commissions, and task forces as assigned by City Administrator, and generally responsible for tracking and coordinating board & commission appointments with Mayor on a periodic basis. Provides backup staff support & guidance to Building & Zoning Official for the Planning & Zoning Commission.

Chief organizational liaison to media and primary responsible party for public communications from the City. Responsible for general maintenance of website and periodic updating. Extensive external public relations duties.

Oversee purchases of capital equipment including vehicle titles and administration of Capital Equipment Plan.

Must have ability to bend, stoop, lift and carry 25 pounds, and must be in general good physical health. Must have ability to hear speech and other sounds effectively for the taking of statements and directions. Must possess sufficient mental functions and capabilities to make rational decisions to handle operational needs and business decisions of the position. Must have ability to establish and maintain effective working relationships with supervisor, co-workers and the general public. Must be able to understand and follow instructions and written diagrams, and have mastery of the spoken and written English language. Must be able to speak, write and understand English to effectively communicate with fellow employees, contractors and the general public by telephone, electronically, in written format and face-to-face. Must have ability to perform mathematical calculations necessary for accounting and bookkeeping.

Position performs other assigned duties as deemed necessary or as required.

TYPICAL DUTIES:

As above. Participates in the daily activities of the City of Washington's operations.

KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Must have positive and professional demeanor when conducting City business. Self-starter that can work with limited supervision. Must be careful and skilled in the operation of equipment & complete in record keeping as needed. Must develop thorough knowledge and understanding of safety rules and regulations and City policies. Must work within and enforce these rules, regulations and policies. Team player who inspires other employees to perform to the best of their abilities.

Ability to effectively express ideas verbally and in writing. Ability to establish and maintain positive working relationships with Supervisors, City employees and the general public. Ability to deal with all of the aforementioned tactfully and courteously. Able to solve problems and make quality decisions, when necessary in consultation with supervisors.

WORKING CONDITIONS:

Inside . Regular lifting, climbing, stooping, reaching, and handling activities. Requires ability to converse, using verbal and listening skills, with citizen customers, vendors, staff and Council. Requires eye/hand coordination, manual/finger dexterity and motor coordination. Requires clerical, forms, numerical, and verbal perception. Physical strength requirements involving the moving, lifting, pushing, carrying and pulling of objects weighing up to 25 pounds.

REQUIREMENTS:

BS Degree in Accounting or Business with a minimum of 5 years of experience in the administrative operations of municipal government preferred. Ability to communicate clearly, and keep accurate records. Ability to understand and carry out oral instructions as well as basic written instructions. Good public appearance and positive attitude. Must possess a current Iowa Driver's License at time of hire and throughout employment. Must be insurable by the city's insurance company, able to pass a thorough background check, and a pre-employment drug screen and physical.

DISCLAIMER:

All duties and requirements in this job description have been determined by the employer to be essential job functions consistent with ADA requirements and are representative of the functions that are necessary to successful job performance. They do not, however, reflect the only duties required. Employees in this job class will be expected to perform other job-related duties when it can be reasonably implied that such duties do not fundamentally change the basic requirements, purpose or intent of the position.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY OF WASHINGTON, IOWA, BY
AMENDING CHAPTERS 18 AND 21

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Delete Words.** Paragraph 18.01, "Appointment and Compensation" is hereby repealed.

SECTION 2. **Add Paragraph.** A new Paragraph 18.01 is adopted as follows:

"18.01 Appointment and Compensation. The Council shall appoint by majority vote a City Clerk under the general supervision of the City Administrator."

SECTION 3. **Add Item & Renumber.** A new item is added to Paragraph 21.04 "City Administrator- Appointments" as follows, and all subsequent items are renumbered:

"4. Development Services Director"

SECTION 4. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2020.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF WASHINGTON, IOWA, BY AMENDING CHAPTER 41.14 (FIREWORKS)

WHEREAS, the General Assembly of the State of Iowa has taken measures to allow the sale and use of consumer fireworks in the State of Iowa during specific timeframes and pursuant to applicable state licensure; and

WHEREAS, the legislation provides for city councils, by ordinance, to prohibit or limit the use of consumer fireworks within their jurisdiction, if determined a public safety risk or a nuisance to neighbors; and

WHEREAS, the Council has determined that the discharging of consumer fireworks under the law is a public safety risk and a nuisance to neighbors.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Washington, Iowa as follows:

SECTION 1. REPEAL SECTIONS. Chapter 41.14(3A) through (3I) related to Fireworks- Discharging General Requirements are hereby repealed.

SECTION 2. ADOPT NEW SECTION & RENUMBER. A new Chapter 41.14(3A) is adopted as follows, and all subsequent items are renumbered:

“3A. The use or explosion of consumer fireworks within the City is hereby prohibited.”

SECTION 3. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2020.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: 08/04/2020

Approved on Second Reading: 08/18/2020

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____, 2020.

Illa Earnest, City Clerk

*Jaron P. Rosien, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



City of Washington
*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

August 27, 2020

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Farm Lease Discussion

The City has several areas of farmland purchased for future development, and with some of that development occurring at the current time and in the near future, it is time to re-examine our leases, and I wanted to make sure the Council was up to speed on each of these arrangements.

The arrangements to discuss include:

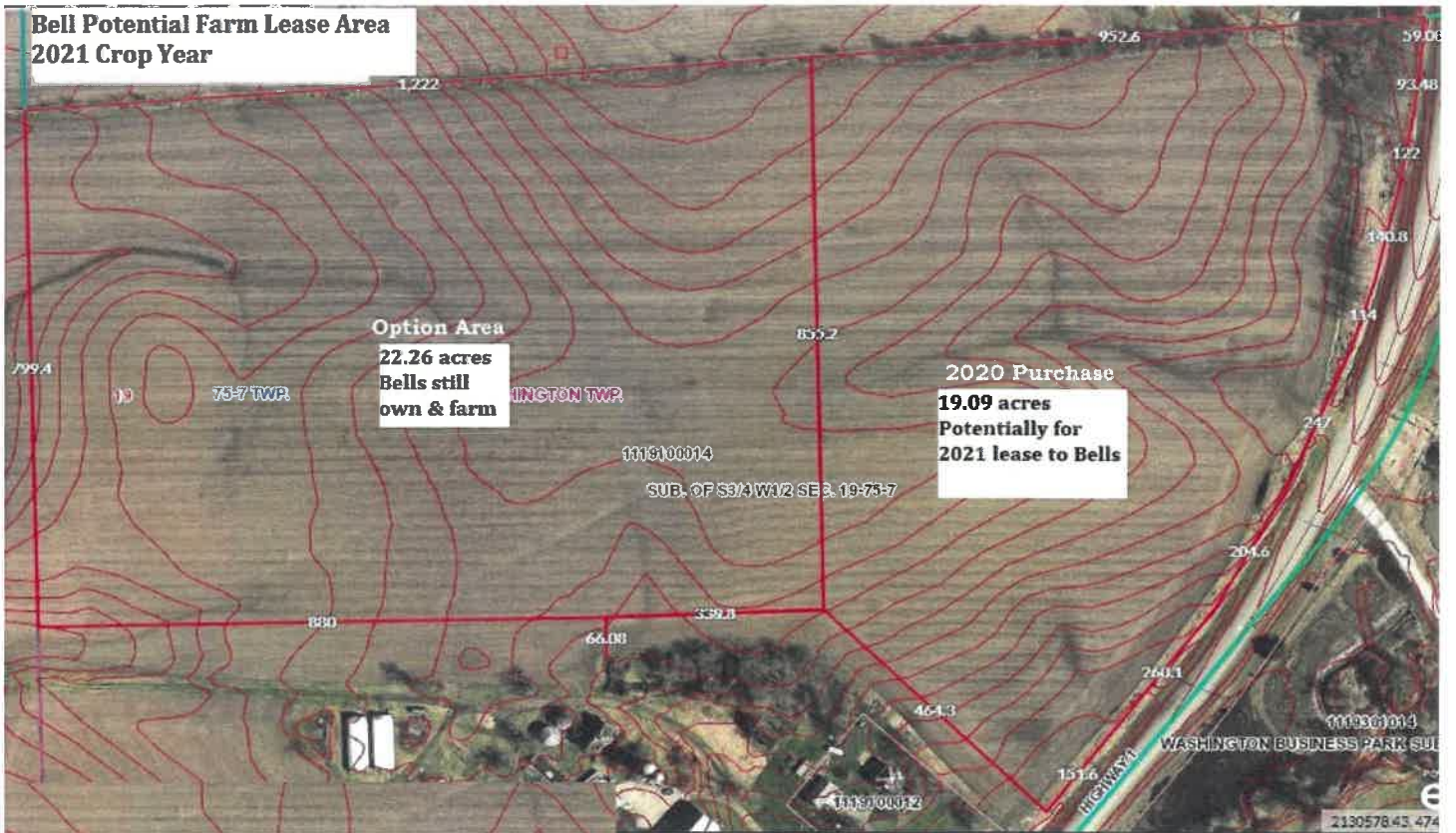
- 1) Bell Land: We just acquired this in July, and need to get a lease in place going forward. We did not request any compensation for the 2020 year as part of the land purchase negotiations.
- 2) FFA: We currently lease a total of around 31 acres to the local Future Farmers of America (FFA) chapter. The Wellness Park operations discussion included providing a pedestrian access between the new Wellness Park and the north soccer complex, so we're proposing to remove about .23 acres from that arrangement. The parcel we rent the FFA west of Elm Grove Cemetery is affected by the West Buchanan project, which will reduce that acreage by approximately 1.28 acres.
- 3) Custom-Farmed Land: We are technically "the farmer" and pay Washington State Bank to administer a custom-farming arrangement in the Business Park area. We have been doing it this way to give us maximum flexibility in developing the ground. Since we pay for all the inputs, we aren't in conflict with a lease if we need to make any acreage adjustments or even if a few rows of crop need to be removed for surveying purposes, etc.

Farm Lease Discussion Memo, August 27, 2020

As I informed the Council, I sent letters to the Bells and the FFA on August 18 terminating our current arrangements pending discussions for the 2021 crop year. This needed to be done because state law requires lease termination notifications to be done by September 1, and I wanted to ensure maximum flexibility for the City, if needed.

Pending discussion at this meeting, we would then negotiate the leases and bring them back to Council for discussion & consideration at a future meeting.

**Bell Potential Farm Lease Area
2021 Crop Year**



The map displays the Washington Wellness Park site with various proposed features and agricultural zones. Key elements include:

- Topographic Contours:** Elevation lines ranging from 100 to 150 feet.
- Proposed Development:**
 - Baseball Fields:** Four diamond-shaped fields arranged in a cluster on the left side.
 - Soccer Field:** A rectangular field located in the center-right area.
 - Walking Paths:** Indicated by dashed lines throughout the site.
 - Other Structures:** Various rectangular and irregular shapes representing other proposed buildings or facilities.
- Agricultural Zones:**
 - 4.38 Acres:** A small rectangular area in the upper right corner, labeled "4.38 Acres to be farmed by FFA".
 - 17.16 Acres:** A large, irregularly shaped area in the lower left, labeled "17.16 Acres to be farmed by FFA".
- Annotations and Notes:**
 - Top Right:** "Remove approx 20' x 500' strip for pedestrian access".
 - Bottom Right:** "STABILIZE EXISTING ROP EXISTING (1000)".
 - Bottom Center:** "20' (800)".
 - Left Side:** "100' (1000)".
 - Scale:** A graphic scale bar at the top left indicates distances from 0 to 100 feet.
 - North Arrow:** A circular symbol with an arrow pointing towards the top of the page.

PRELIMINARY

FFA Farm Lease 2021: Exhibit B

Preliminary for 2021 Crop Year:



For Reference- 2018-2020 Land



