



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, April 4, 2023

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/84413261389?pwd=Sy9VMjgldHpoYkkwTzFPTy84aUF2dz09>

Meeting ID: 844 1326 1389

Passcode: 6536584

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 4th, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes March 21, 2023
2. Garden & Associates, NLW Subdivision Phase 2, \$823.00
3. Garden & Associates, Buchanan Street Paving Project, \$1,676.95
4. Garden & Associates, Reconstruction of Adams Street, \$3,322.67
5. Veenstra & Kimm Inc., 12th Avenue and Washington Street Intersection Improvements, \$851.00
6. Urban Chicken Permit, 1401 East Main Street, Mike and Teresa Todd (**renewal**)
7. Wal-Mart Supercenter #1475, 2485 Highway 92, Class E Retail Alcohol License, Automatic Renewal (**renewal**)
8. Department Reports

SPECIAL PRESENTATION

- Mayoral Appointments – Administrative Hearing Panel – Ivan Rangel
- Nuisance Report

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS

- Claims for April 4, 2023

NEW BUSINESS

1. **Public Hearing** FY24 Budget
2. Discussion and Consideration of Resolution Adopting FY24 Budget
3. Discussion and Consideration of a Resolution to Provide for a Notice of Hearing and Letting on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 2023 Sealcoat Project and Taking of Bids Therefore
4. Discussion and Consideration of a Resolution to approve Contract for IFA Home Rehabilitation Block Grant Pilot Program
5. Discussion and Consideration of a Resolution to approve Professional Services Agreement with Schneider Geospatial

CLOSED SESSION

- Closed Session per Iowa Code 21.5(1)(i) – To discuss the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
- Possible Action Regarding Closed Session

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor Pro Tem
Illa Earnest
Bethany Glinsmann
Elaine Moore
Ivan Rangel
Fran Stigers

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 3-21-2023

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, March 21, 2023, at 6:00 p.m. Mayor Pro Tem Youngquist in the chair.

On roll call present: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Absent: none.

Motion by Stigers, seconded by Moore, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, March 21, 2023, be approved. Motion carried.

Consent:

1. Council Minutes March 7, 2023
2. Bolton & Menk, Runway 18/36 PAPI and REILs, \$376.00
3. Bolton & Menk, Runway 18/36 Lighting, \$958.50
4. Bolton & Menk, Airport Fuel System Repair, \$970.00
5. CIT Sewer Solutions, East Interceptor Sanitary Cleaning and Televising, \$11,250.54
6. FOX Strand, 2021 Water Main Improvements Final Design, \$1,130.75
7. FOX Strand, Downtown Streetscape Study, \$4,300.00
8. SRF Consulting Group, Inc., Quiet Zone Study, \$7,553.60
9. Department Reports

Motion by Stigers, seconded by Moore, to approve consent items 1-9 with updated year-to-date police calls for service. Motion carried.

Cara Sorrells with PAWS & More Animal Shelter presented the special event request for the annual PAWS & More car show to be held August 20, 2023. Motion by Earnest, seconded by Rangel, to approve the special event request. Motion carried.

No city council action was needed on the agenda item for Mama Llama's Barn 1st Easter Egg Hunt on April 1, 2023, as it will be held on school property.

Police Chief Jim Lester presented the Police Department's 2022 Annual Report. Chief Lester and Mayor Pro Tem Youngquist presented the Officer of the Year Award to Seth Adam.

Faith Hinrichs and Chris Nelson with Gronewald, Bell, Kyhnn, & Co. P.C., via Zoom, presented the Fiscal Year 2022 audit. Motion by Moore, seconded by Glinsmann, to accept the audit. Motion carried.

Marde McConnell presented the Tree Committee's annual report. Andy Dahl presented the Supporter of the Year Award to Trees Forever with Peter Lundgren accepting it on the organization's behalf.

Motion by Stigers, seconded by Moore, to affirm mayoral appointment of Jacqueline Arreola to fill a vacancy on the Great Places Committee. Motion carried.

Escucha Mi Voz's American Rescue Plan Act Fund Utility Relief Program Proposal was presented by Felix Amigon and Oscar Flores, of Washington, with translation provided by

Claire Lewandowski. The proposal request is for the City to use \$300,000 of ARPA funds for a utility bill relief program. Stephane Soumaoro of Washington spoke in support of the proposal. Council asked questions. No action was taken.

Presentation from the public: Eduardo Hernandez of Washington spoke in support of the Escucha Mi Voz proposal. Jose Ramon Ortega of Washington spoke in support of the Escucha Mi Voz proposal. Celestino Atilano spoke in favor of the Escucha Mi Voz proposal. Bill Monroe of Washington suggested moving large groups to the beginning of future city council agendas.

Claims for March 21, 2023 were presented by Finance Director Kelsey Brown.

Motion by Stigers, seconded by Moore, to approve the claims for March 21, 2023. Motion carried.

Brown presented the February 2023 financial report.

Motion by Moore, seconded by Rangel, to approve the February 2023 financial report. Motion carried.

Motion by Glinnsman, seconded by Earnest, to approve a Resolution Approving Light Upgrade at West Main Street and Highway 1/92. Roll call on the motion: Ayes: Earnest, Glinnsman, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-023)**

Motion by Stigers, seconded by Glinnsman, to approve a Resolution for Demolition Permit Application for 221 West 2nd Street (former County Jail and Communications Center). Roll call on the motion: Ayes: Earnest, Glinnsman, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-024)**

Pool Sand Filter Project bids received:
ACCO \$83,917.00 (option \$2,425)
Carrico \$88,175.00 (option \$7,460)
Splash Pools \$149,132.37 (option \$5,289.93)

Parks Director Nick Pacha answered council questions. Motion by Moore, seconded by Stigers, to approve a Resolution Awarding Bid for Pool Sand Filter Project to ACCO for \$83,917. Roll call on the motion: Ayes: Earnest, Glinnsman, Moore, Rangel, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2023-025)**

Motion by Earnest, seconded by Moore, to approve a Minor Site Plan for the Furniture Distributors Inc. Warehouse at 930 West Buchanan Street. Motion carried.

After discussion, motion by Stigers, seconded by Glinnsman, to approve a Minor Site Plan for the Wiley Subdivision Fourth Addition on the West Side of Pizza Ranch. Motion carried 5-1 with Earnest voting nay.

Department reports were presented.

Motion by Stigers, seconded by Moore, that the Regular Session held at 6:00 p.m., Tuesday,

March 21, 2023, is adjourned at 7:22 p.m. Motion passed unanimously.

Sally Y. Hart, 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

March 22, 2023
 Invoice No: 45119

Project 5019061 Washington - Reconstruction of Adams Street.
 Client ID# 20040

Professional Services for the Period: February 10, 2023 to March 16, 2023

Professional Services		Hours	Rate	Amount	
Principal Engineer		3.50	160.00	560.00	
Surveyor 1		.50	130.00	65.00	
Surveyor 3		12.50	107.00	1,337.50	
Technician #2		.50	102.00	51.00	
Technician #4		10.00	89.00	890.00	
Totals		27.00		2,903.50	
Total Professional Services					2,903.50
Unit Billing				66.67	
Mileage				352.50	
Robot Total Station Equipment				419.17	419.17
Total Units					
Total Project Invoice Amount					\$3,322.67

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS
 OSKALOOSA, IOWA CRESTON, IOWA



**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

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

March 24, 2023
Project No: 24653
Invoice No: 4

Project Manager Leland Belding III

Engineering services for 12th Ave & Washington Street Intersection Improvements:

Professional Services from February 19, 2023 to March 18, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer I-A	1.00	199.00	199.00	
Engineer II-A	4.00	163.00	652.00	
Totals	5.00		851.00	
Total Labor				851.00
		Total this Invoice		\$851.00

Deanna McCusker, City
 Administrator
 Jaron P. Rosien, Mayor
 Sally Hart, City Clerk
 Kevin Olson, City Attorney



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

Urban Chicken Permit Application

****Failure to complete all sections of the application and provide supporting documentation may result in a return or denial of your application. ****

1. Applicant Information

Name Mike + Teresa Todd
 Property Address 1401 E Main St
 Daytime Phone # 319-461-0030 Evening Phone # 319-653-2450
 Number of chickens &/or poultry to be kept 4
 (No roosters are allowed, Maximum number is 4)

2. Application Checklist

Resident's Submittal

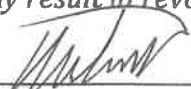
Staff Review

- Landlord sign-off (if applicant is a tenant) X _____
- Description of chicken coop and pen including materials used & cubic feet X See Back Page _____
- Diagram of the property including dimensions, location of coop and pen, and identification of adjacent properties by street address X _____
- Sign-off of all adjacent property owners (please use form attached as Exhibit A) X _____

3. Statement of Understanding (Please initial by each item)

- MT 1) I am aware that owners of all adjacent properties (i.e., all properties that contact each other at any point) must give their written consent for any urban chicken permit application to be approved.
- MT 2) I am aware that I must receive approval from the City prior to obtaining chickens.
- MT 3) I will follow all City ordinances and state laws relating to the care and keeping of animals.
- MT 4) I am aware that I am responsible for keeping chickens within the confines of my property at all times.
- MT 5) I am aware that I may not make any dimensional changes to my chicken coop without first obtaining approval from the City of Washington.
- MT 6) I grant the right for City staff to inspect my property at any time to investigate a complaint related to this permit.
- MT 7) I acknowledge that I live in an owner-occupied single-family home, or if renting, have the written permission of my landlord (landlord must provide a signature below).
- MT 8) I affirm that I have never been found guilty of any animal welfare, neglect or cruelty violations.
- MT 9) I understand that the permit is a limited license for the activity, no vested zoning rights arise from this permit and that the permit does not run with the land.
- MT 10) I understand the private restrictions on the use of the property shall remain enforceable and shall supersede the permit. I affirm that there are no private restrictions including, but not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws, covenants, and restrictions and rental agreements. A permit issued to a property subject to private restrictions that prohibit keeping of chickens is void.
- MT 11) I understand that the City Council's approval is good for two years, by which time the City may have developed different guidelines and I must reapply for my continued keeping of chickens.

I affirm that all statements contained in the application and attachments are true and correct and that I the permit holder will keep the chickens in compliance with all related ordinances and as otherwise directed by the City Council. I understand that failure to comply with regulations may result in revocation of the permit and/or issuance of a municipal infraction.

Signature  Date 3-19-23

If applicant is a tenant, the landlord must sign below:

As the owner/authorized manager of the property at _____ (address), I give permission for my tenant _____ (applicant), to install a chicken coop and to keep chickens on the property, as may be approved by the City Council.

Landlord Signature _____ Date _____

Deanna McCusker, City
 Administrator
 Jaron P. Rosien Mayor
 Sally Y. Hart, City Clerk
 Kevin Olson, City Attorney



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

**NEIGHBOR SIGN-OFF FOR URBAN CHICKEN PERMIT
 EXHIBIT A TO PERMIT APPLICATION**

Any person wanting to keep chickens must first receive written approval from all property owners adjacent to the property for which the permit is requested. Adjacent means all parcels of property that share a property line with the applicant's property, including those that only meet at a single property corner.

Applicant Name: Mike + Teresa Todd

Site Address: 1401 E Main St.

The above applicant wishes to keep chickens in a coop at the property listed. I/We, being the adjacent property owner(s), have been provided a diagram of the planned coop and pen in relation to the applicant's property lines, and do not object to the above-named person keeping chickens as may be approved by the Washington City Council.

<u>Name(s) & Address</u>	<u>Phone</u>	<u>Signature(s) & Date</u>
Beatty-Petersen F.H. 107 S. 15 th Ave. Washington, IA 52353	319-653-2164	<i>M. A. Beatty</i> March 19, 2023

(For additional adjacent property owners, please attach additional sheets)

N

Main St

1401 E Main St

House

Coop

7x7
wood
12x7
pen
steel
ang
wire

Garages

Betty Funeral Home

77

14th

W

Alley

New Car Wash 5

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney

P.O. Box 516
215 E. Washington St.
Washington, IA 52353
319-653-6584
Fax Only 319-653-5273

NOTIFICATION FORM –
LIQUOR/BEER/CIGARETTE/DANCE
LICENSE RENEWALS

Business Name: **Wal-Mart Supercenter #1475**

Business Address: **2485 Highway 92**

App #: **App-176741**

Type of License: New: Renewal: **X** Special Five-Day: Amendment:

Beer/Wine Permit:

Liquor License: **Class E Retail Alcohol License**

Automatic Renewal: **X**

Cigarette License:

Dance Permit:

Sunday Sales: **Sunday sales are now an inherent privilege included in your license type with no additional fee. You are no longer required to choose Sunday Sales as a separate privilege.*

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **April 4, 2023**

Police: DCI background check and/or local background check: Yes: No:
Police Chief sign off  . Date **3-12-2023**

Fire: fire inspection done: Yes: No:
Fire Chief sign off _____ . Date _____



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Walmart Inc.	Wal-Mart Supercenter# 1475	(319) 653-7213		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2485 HWY 92		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
702 SW 8th Street	Bentonville	Arkansas	72716	

Contact Person

NAME	PHONE	EMAIL
Lilian Calderon	(479) 258-8818	complic@wal-mart.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001529	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 11, 2023	May 10, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Matthew Allen	Rogers	Arkansas	72758	Assistant Treasurer	0.00	Yes
Carl Doug McMillon	Bentonville	Arkansas	72712	President & CEO	0.00	Yes
Walmart Licensing						
Walmart Licensing						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

*Millie Youngquist, Mayor Pro Tem
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Sally Hart, City Clerk
Kevin Olson, City Attorney*



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

City Administrator Report
April 4, 2023

Project Updates:

Country Club View Subdivision: Water mains and service lines are complete. The intersection at Nutmeg & South Ave E needs to be done yet, including the culvert. April 10th is the date set right now where they will come in and begin prepping for the street.

East Adams: The majority of the utilities have been removed and relocated. We are still waiting on Windstream to take care of theirs.

Water Main: Delays with getting the ductile iron pipe. If Cornerstone has enough to do East Main, this section will get done in the spring. Otherwise, the project will all be delayed until all the pipe is here. Still working on getting right of entry forms.

Buchanan Street: Bishop's driveway needs to be altered which M/C will be doing. Water valves have been lowered and intakes cleaned out.

NLW: Everything done except there is still leaking in a manhole. They are investigating and looking for a resolution without having to dig into the street.

Trip Hazard Program: Sidewalks have all been inspected in quadrant 2. Letters have been sent to property owners and we have been getting many phone calls from people wanting more information and explanations.

Other updates:

The 2 new employees for M/C started on March 27. They have been getting shown many aspects of the job. The fire hydrant at St. James school has been repaired. The other 2, one by the courthouse and one on F will be finished soon. Have been filling pot holes. We have received some applications for seasonal employees for the cemetery. Will be working on updating the CIP and have a workshop with council to review at the April 18th meeting. Will be meeting with the DOT later in April to discuss the stop lights and the 3 lane possibility.

Meetings attended: Main Street, phone call with Schneider, Housing initiative, meeting with Greiner's about their building, another meeting regarding the Havel property, nuisance meeting, meeting with Cindy from community gardens, WEDG meeting, Hotel/Motel, meeting to discuss issues with website, meeting with ICAP representative, ECICOG meeting, Kiwanis, council one on ones and department heads one on one.

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Next week's meetings include: 3rd makerspace meeting at the library, council one on ones, wayfinding sign meeting, ARPA reporting webinar, meeting at the dog park to review the culvert/waterway issue, nuisance meeting, Victorian View Venue open house,

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MAINTENANCE & CONSTRUCTION DEPT. REPORT

3-4-23/3-17-23

STREETS: Personnel pothole patched on numerous occasions. Personnel salted the streets and cleaned the downtown on a couple of occasions. 13 tons of salt was used in February. A couple of alleys were either graded or rock was added.

WATER DISTRIBUTION: Personnel repaired a water leak on South Ave C, installed a new 1 inch tap onto a #238 repair sleeve (12 inch PVC), for 401 West Adams St. Personnel replaced the lead service line located at 614 East Jefferson St all the way from the shut off to the water main. This service is complete to the house with either copper or plastic.

SEWER COLLECTION: Personnel began flushing terminal manholes and trouble spots using 33,800 gallons of water. Personnel also jetted off of East Madison St inside the UP Home campus using 1,500 gallons of water.

STORM SEWER COLLECTION: Personnel unplugged intakes after a couple wet snow storms.

MECHANIC/SHOP: Personnel serviced #111 (bolted right side light on), PD 232, City Hall Tahoe (repaired headlight), PD 306 (coolant leak;replaced water pump and replaced windshield washer), K-9 771, Sweeper (tire repair) and organized shop by mounting tool hanger boards.

OTHER: Personnel responded to 62 One Call Locates. Personnel rolled the compost piles at the WWTP and burned both brush piles located there. Personnel hauled loads of sand and rock back to the material storage building.

*Please note that this report does not include every task M/C personnel performed, but shall be a highlight of our work performed as a department.

**WWTP report
April 4th , 2023
Council meeting**

- **After hour alarm and dog call outs –**
 - 3-18-23 Alarm at Parkside lift station at 4:49 a.m. Parker
 - 3-25-23 Alarm at WWTP at 5:20 p.m. Dylan
 - 3-25-23 Alarm at WWTP at 8:10 p.m. Dylan
 - 3-25-23 Alarm at WWTP 11:20 p.m. Dylan
- **Dept Head meetings –**March 28th, and April 4th
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
- **Maintenance-**Routine maintenance on two of the Decanters was preformed.
- **Testing-**Regular testing of daily and weekly samples continue.
- **Lift Station service-**Iowa pump Works was here and preformed routine annual service on 3-28-23. They found one pump with moisture in it and took in for repair.
- **D.O. probes-** All D.O. (dissolved oxygen) and the TSS (Total Suspended Solids) probes were calibrated and serviced on 3-28-23.

**Jason Whisler
3/31/2023 9:30 A.M.**

Here is a summary of the updates and activities from the Water Treatment Department for March, 2023.

Water Plant Operations: We ran a full lab analysis for a customer at 520 S 10th ave who had a complaint that their water has tasted different since the E Adams construction has been done. We wrote up a full report and assured them the water is safe to drink and meets all the parameters within the DNR guidelines.

I submitted our February MOR to the DNR. We read water meters, book 7, our monthly extra meter list, all unread meters, and re-reads. We changed 11 water meters in March. We continue to work on changing dead meters. We ordered a 4" meter for the golf course. We collected routine monthly bacteria samples and the results were absent. We also collected a bacteria sample for Boyd's, they need this done once every year for health code purposes. We ordered cleaning supplies, housekeeping supplies, and lab gloves from CID. Our bulk chemicals were filled up. We recorded our monthly well levels. We changed bag filters and cartridge filters on RO 3. We changed the tubing on both the phosphate and chlorine chemical pumps. We cleaned both chlorine injection points. Thanks to Brody for servicing both of our vehicles. Ace Electric came and did a quick service to our generator before the storm came. They will need to come back in the next month to replace a sensor but they assured the generator is in good working condition. We had 3 shut offs this month and 1 is back on.

We had our DNR sanitary survey/inspection with the DNR. This is done every other year. We gave a tour to two DNR agents. We toured the plant, wells, and towers. The inspection went well. We need to button up a couple conduits in well house 6 and 7. I already called Mike Zehr with Washington Electric and he has looked at the fittings and will get them fixed in the next week or 2.

Street Lights: The decorative lights on the north side of square along with the street lights going up N Iowa and N Marion have been tripping the breaker. We have Joe Marie trouble shooting the issue. This can be a lengthy process. I will keep you in the loop on the progress. Joe Marie fixed the street light in front of Northwestern Mutual/KCII. I fixed an exposed panel cover at the street light in front of the court house. Thanks to Nick Pacha and Jason Petersen for making a cover out of a sign to cover up an exposed hand panel at a street light in front of the Frontier.

Operators: Will and I both split up weekend duties evenly. I took a few vacation days to go watch Iowa wrestle at the national tournament in Tulsa, OK. Iowa took 2nd as a team. Will went to a RO training course in North Liberty.

Meetings attended: Weekly staff meetings, safety meeting, 1 on 1 with Deanna, Lead service line zoom meeting, Kirkwood class for CEU's, and a IRWA class for CEU's.

If you have any questions or concerns, please do not hesitate to contact myself or Will.

Thanks, stay safe!



Case Report

03/03/2023 - 03/29/2023

Case Date	Main Status	Actions Taken	Method of Warning	Parcel Address	Description
Group: Closed					
3/24/2023	Closed	called metal scrapper	Hanger	1603 N 2ND AVE	junk at curb
3/24/2023	Closed	called metal scrapper	Hanger	521 W 3RD ST	stove at curb
3/22/2023	Closed	left metal scrappers number. Called daughter on 3/28 and left message	Hanger	302 E 5TH ST	appliance on back deck
3/21/2023	Closed		Phone Call	108 E 2ND ST	couch in backyard
3/21/2023	Closed	threw bags in truck and put in dumpster at city hall		119 W HARRISON ST	2 garbage bags at curb
3/21/2023	Closed	took picture and sent to landlord	Email	508 N IOWA AVE	junk at curb
3/20/2023	Closed	emailed landlord	Email	217 W MAIN ST	broken glass on sidewalk
3/16/2023	Closed		Hanger	325 E MADISON ST	garbage bags in yard
3/15/2023	Closed	called metal scrapper	Phone Call	217 N C AVE	appliances
3/15/2023	Closed	took pics sent certified letter	Letter	432 E WASHINGTON ST	junk tree growing in alley
3/8/2023	Closed		Verbal Warning	212 W 6TH ST	several garbage bags around garage
3/7/2023	Closed	called metal scrapper	Hanger	120 E 7TH ST	old recycle cart at curb
3/7/2023	Closed	called metal	Hanger	1311 N 6TH	appliance at

		scraper		AVE	curb
3/7/2023	Closed	called metal scraper	Hanger	1618 N IOWA AVE	exercise equipment at curb
3/6/2023	Closed		Hanger	806 S D AVE	junk at curb
3/6/2023	Closed		Phone Call	328 E MAIN ST	tv in yard
3/3/2023	Closed		Hanger	1037 N 2nd Ave	indoor furniture outside
3/3/2023	Closed	called metal scraper	Phone Call	903 N 2ND AVE	appliances in back yard

Group Total: 18

Group: Open

3/29/2023	Open		Phone Call	1027 E 3RD ST	junk in yard
3/29/2023	Open		Hanger	738 E 3RD ST	toilet at curb
3/29/2023	Open	called metal scraper	Hanger	309 E 2ND ST	microwave at curb
3/29/2023	Open		Phone Call	119 W HARRISON ST	trash bags at curb no stickers
3/28/2023	Open	called metal scraper	Hanger	120 W 12TH ST	gas grill at curb
3/28/2023	Open		Hanger	902 N MARION AVE	garbage bag at curb with no sticker
3/27/2023	Open		Hanger	802 W MONROE ST	furniture outside, vehicle parked on grass
3/27/2023	Open		Hanger	323 W 3RD ST	appliance and mattress on patio
3/24/2023	Open		Hanger	1309 WOODLAND CT	trailer parked on grass
3/24/2023	Open		Hanger	508 S C AVE	mattress in yard, garbage bags on porch
3/23/2023	Open	took pictures called landlord	Phone Call	713 W MADISON ST	garbage bags in backyard

3/22/2023	Open		Hanger	1103 E WASHINGTON ST	trash bags on front porch
3/13/2023	Open		Phone Call	322 N D AVE	landlord complaining about renter
3/13/2023	Open	took pictures	Letter	1007 E MADISON ST	junk in yard
3/7/2023	Open		Hanger	421 W 3RD ST	parked on grass
3/7/2023	Open		Hanger	511 W 3RD ST	junk vehicle

Group Total: 16

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Total Records: 34

3/29/2023

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
APRIL 4, 2023**

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	829.66
	AMAZON CAPITAL SERVICES	CLEANING SUPPLIES/PHONE CASE	76.60
	AUTOZONE	VEHICLE SUPPLIES	118.78
	CAPITAL ONE	STORAGE SUPPLIES	31.68
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	45.00
	CRITICAL HIRE	APPLICANT TESTING	75.00
	CUSTOM IMPRESSIONS INC	PLAQUE/ENGRAVING	66.90
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENINGS	190.00
	EMBROIDERY BARN	UNIFORM REPAIR	5.00
	FELD FIRE	PATROL EQUIPMENT	190.13
	GALLS LLC	UNIFORMS-NEW HIRE	1,495.22
	IOWA AUDIOLOGY & HEARING AID CENTERS	NEW HIRE TESTING	150.00
	IOWA POLICE CHIEFS ASSOCIATION	IPCA CONFERENCE-LESTER	150.00
	MARCO, INC.	COPIER PAYMENTS	486.54
	SECTOR	VIDEO SYSTEM NEW PATROL CAR	4,349.15
	STOP STICK LTD.	STOP STICKS, NEW PATROL UN	860.00
	VISA-TCM BANK, N.A.	MEALS & TRAINING	137.88
	TOTAL	9,257.54	
FIRE	ALLIANT ENERGY	ALLIANT ENERGY	1,866.74
	CINTAS CORP LOC. 342	TOWEL SERVICE	87.87
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	45.00
	DELONG, BRENDAN	AERIAL REPAIR	149.57
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENINGS	45.00
	WASHINGTON CO HOSPITAL -MEDICAL CLINIC	PHYSICAL	155.00
		TOTAL	2,349.18
EMS	VISA-TCM BANK, N.A.	EMS TRAINING	44.52
		TOTAL	44.52
DEVELOPMENT SERVICES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	30.44
	VISA-TCM BANK, N.A.	FOOD, TRAINING, LODGING	466.59
		TOTAL	497.03
LIBRARY	AWAD, SUMMER	WRITER'S WORKSHOP	80.00
	BAKER & TAYLOR	LIBRARY MATERIALS	879.63
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	45.73
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	143.00
	DEMCO INC	BOOK PROCESSING SUPPLIES	80.02
	VISA-TCM BANK, N.A.	SOFTWARE, POSTAGE, LIBRARY	232.82
		TOTAL	1,461.20
PARKS	ALLIANT ENERGY	ALLIANT ENERGY	984.67
	BEACON ATHLETICS	BALLFIELD DRAG	568.76
	COURTESY DOOR SALES & SER	GARAGE DOOR REPAIR-SHOP	170.00
	VISA-TCM BANK, N.A.	SEMINAR & CLASS PMTS	128.64
	WASH CO TREASURER	ROBERTSON LAND TAXES	133.00
		TOTAL	1,985.07
POOL	ACCO	VGB GUARD & PUTTY	720.54
		TOTAL	720.54
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	540.34
	ATCO INTERNATIONAL	SHOP SUPPLIES	516.05
	IGRAPHIX, INC	PAPER	45.00
	WASHINGTON LUMBER	WOOD FOR TEMPLATE	46.50

		TOTAL	1,147.89
FINANCIAL ADMINISTRATI	ALBERT, KIRK	MILEAGE REIMBURSEMENT	120.52
	ALLIANT ENERGY	ALLIANT ENERGY	1,451.91
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	116.40
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	98.00
	CINTAS CORP LOC. 342	RUG SERVICE	55.55
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE	154.98
	IGRAPHIX, INC	NEWSLETTER POSTAGE	2,568.33
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	220.00
	KCII	ADVERTISING	472.10
	KIWANIS WASHINGTON AMer's	MEALS & DUES	76.50
	VISA-TCM BANK, N.A.	ZOOM FEE/WEB SERVICES	205.03
	WASH COUNTY MINIBUS	LOST- APRIL 2023	21,608.05
		TOTAL	27,147.37
AIRPORT	CLOUDBURST 9	INTERNET	87.09
	CUSTOM IMPRESSIONS INC	BUSINESS CARDS	55.00
	VISA-TCM BANK, N.A.	FUEL & VEHICLE SUPPLIES/ZOOM	76.17
		TOTAL	218.26
ROAD USE	ARNOLD MOTOR SUPPLY	PARTS	251.20
	CHEMSEARCH FE	SUPPLIES	80.53
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	135.00
	DOUDS STONE LLC	ROADSTONE	1,510.98
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENINGS	375.00
	IOWA PRISON INDUSTRIES	SIGN	144.20
	MIDWEST WHEEL	GRADER/PUMP TRUCK	587.68
	WASH CO TREASURER	ROAD SALT	1,285.44
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	139.04
	ZARNOTH BRUSH WORKS	STREET SWEEPER BROOMS	744.20
		TOTAL	5,253.27
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	277.76
		TOTAL	277.76
HOTEL/MOTEL TAX	VISA-TCM BANK, N.A.	WEB SERVICES	139.00
		TOTAL	139.00
CAPITAL EQUIPMENT	STIVERS FORD LINCOLN	2023 FORD POLICE EXPLORER	63,839.36
		TOTAL	63,839.36
INDUSTRIAL DEVELOP	WASH CO TREASURER	BUSINESS PARK TAXES	2,823.00
		TOTAL	2,823.00
RESIDENTIAL DEVELO	WASH CO TREASURER	BELL LAND TAXES	368.00
		NLW LAND TAXES	153.00
		S 15TH AVE ROW TAXES	33.00
		TOTAL	554.00
TREE COMMITTEE	CUSTOM IMPRESSIONS INC	TREE COMMITTEE SUPPLIES	36.00
	MCCONNELL, MARDE	REIMB FOR SUPPLIES	79.20
		TOTAL	115.20
LIBRARY GIFT	BAKER & TAYLOR	LIBRARY MATERIALS	295.78
	VISA-TCM BANK, N.A.	SOFTWARE, POSTAGE, LIBRARY	436.52
		TOTAL	732.30

WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	986.36
	IAMU - IA ASSOC MUNICIPAL UTILITIES	WATER MEMBER DUES	1,074.00
	POSTMASTER	BULK MAILING WATER BILLS	1,126.00
	STREFF, ROSE	MILEAGE REIMBURSEMENT	7.21
		TOTAL	3,193.57
WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	47.59
	HOTSY CLEANING SYSTEMS	BULK SALT NEUTRALIZER	2,110.43
	IOWA ONE CALL	SERVICE	56.70
	MIDWEST WHEEL	MINOR EQUIPMENT	59.50
		TOTAL	2,274.22
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	51.31
	BRECKE MECHANICAL CONTRACTORS	FLOOR HEAT REPAIR	989.86
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	45.00
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENINGS	90.00
	EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	2,065.10
	IOWA PUMP WORKS INC	LEXINGTON PUMP #1 REPAIR	7,657.59
	ONSITE SERVICES SOLUTIONS, LLC	PROBE CALIBRATION/TSS METER REPAIR	4,515.00
	VISA-TCM BANK, N.A.	FOOD, TRAINING, LODGING	739.32
		TOTAL	16,153.18
SEWER COLLECTION	CAPITAL ONE	CHARGER FOR LOCATES	50.65
		TOTAL	50.65
SANITATION	WASH CO HUMANE SOCIETY	MARCH COLLECTIONS	332.50
		TOTAL	332.50
		TOTAL	140,566.61

Local Government Property Valuation System
NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
 Fiscal Year July 1, 2023 - June 30, 2024
 City of: WASHINGTON

The City Council will conduct a public hearing on the proposed Budget at: City Council Chambers 215 E. Washington Street Washington, Iowa 52353
 Meeting Date: 4/4/2023 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 16.25560

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00346

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
 (319) 653-6584 ext: 122

City Clerk/Finance Officer's NAME
 Kelsey Brown

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,075,999	4,050,377	3,952,390
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,075,999	4,050,377	3,952,390
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	356,317	501,810	509,877
Other City Taxes	6	1,342,642	1,175,000	1,249,516
Licenses & Permits	7	121,300	114,603	138,746
Use of Money and Property	8	299,558	279,890	206,050
Intergovernmental	9	2,856,430	6,096,054	2,686,784
Charges for Fees & Service	10	5,460,916	5,262,536	4,636,865
Special Assessments	11	25,000	25,000	69,668
Miscellaneous	12	812,771	591,428	2,120,865
Other Financing Sources	13	0	4,512,768	16,642
Transfers In	14	6,576,251	5,935,587	6,138,353
Total Revenues and Other Sources	15	21,927,184	28,545,053	21,725,756
Expenditures & Other Financing Uses				
Public Safety	16	2,265,117	2,142,683	2,082,517
Public Works	17	1,325,304	1,359,481	1,202,183
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,196,732	1,182,547	1,248,374
Community and Economic Development	20	619,666	339,341	96,091
General Government	21	1,611,438	1,330,926	1,364,632
Debt Service	22	1,494,427	1,488,641	1,244,418
Capital Projects	23	1,059,871	5,630,065	2,466,979
Total Government Activities Expenditures	24	9,572,555	13,473,684	9,705,194
Business Type / Enterprises	25	7,230,676	5,646,853	4,962,608
Total ALL Expenditures	26	16,803,231	19,120,537	14,667,802
Transfers Out	27	6,576,251	5,935,587	6,138,353
Total ALL Expenditures/Transfers Out	28	23,379,482	25,056,124	20,806,155
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,452,298	3,488,929	919,601
Beginning Fund Balance July 1	30	9,916,232	6,427,303	5,507,702
Ending Fund Balance June 30	31	8,463,934	9,916,232	6,427,303

RESOLUTION NO. 2023- _____

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2024**

WHEREAS, the City Council and staff have prepared an annual budget for the Fiscal Year ending June 30, 2024; and,

WHEREAS, this proposed budget showing revenues and expense detail was published as required by law; and,

WHEREAS, a public hearing was held on April 4, 2023, at which time citizen input as specifically requested and all citizen comments were heard.

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

Section 1. The City Council declares that the budget for the Fiscal Year ending June 30, 2024 is hereby approved.

Section 2. The City Clerk is directed to make all the filings required by law related to the approval of this budget and prepare city financial records and systems accordingly.

PASSED AND APPROVED this 4th day of April, 2023 by the following roll call vote:

Ayes: _____

Nays: _____

Absent: _____

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

THIS BID IS SUBMITTED TO: City of Washington
P.O. Box 516
215 E. Washington St.
Washington, IA 52353
Attention: City Clerk
PROJECT: 2023 Seal Coat Project

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for thirty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Contract Documents and of the following Addenda:

Identify by Date & Number _____
(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instructions to Bidders;
 - b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER
4. BIDDER agrees that the Work will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Notice of Hearing and Letting and Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
5. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security of the type and in an amount equal to the sum set out in the Advertisement or Notice to Bidders.
 - b. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid if required.
 - c. Bidder's Qualifications Statement with supporting data if required.
6. BIDDER will complete the Work for the following prices:

Project: 2019 Seal Coat Project

Item No.	Item Description	Estimated Quantity	Units	Unit Cost	Extended Unit Price
1	Mobilization, Performance/Maintenance Bond, and Traffic Control	1	LS	\$	\$
2	Binder Bitumen, MC-3000	11,423	Gal		
3	Cover Aggregate	490	Ton		
4	Granular Subbase	200	Ton		
5	Surface Correction	0	SY		
6	Primer Bitumen, MC-70	0	Gal		
				Total	\$

7. Bidder agrees that the work will be started, substantially completed or completed as stated in the Notice to Bidders and in accordance with the Contract Documents which are made part of the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to start or complete the work as specified.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____

COMPANY NAME: _____

SIGNED BY/TITLE: _____

PRINT NAME: _____

FEDERAL TAX ID. NO: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

END OF SECTION

RESOLUTION NO. _____

A RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING AND LETTING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 SEALCOAT PROJECT, AND TAKING OF BIDS THEREFORE

WHEREAS, the City Council has heretofore authorized certain improvements that are in the best interests of the City, to be completed in accordance with the plans, specifications and form of contract prepared by the City, and such proposed plans, specifications, form of contract and estimate of cost being on file with the City Clerk; and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost have been prepared and filed by the City; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and to advertise for sealed bids.

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

Section 1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are subject to the hearing.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 10%.

Section 4. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction of the Project on the 28th day of April, 2023 at 9:05 AM at City Hall, 215 E. Washington Street, Washington, Iowa. The 18th day of April, 2023 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and the 16th day of May, 2023 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa as the time and place of considering bids received by the City in connection therewith.

Section 5. The City Council hereby authorizes the City Clerk to provide notice of the aforementioned hearing and taking of bids in accordance with Chapter 26 of the Code of Iowa by posting a notice to bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with

statewide circulation, and on the Iowa League of Cities website. The said notice is in the form substantially as attached to this Resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all Resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 4th day of April, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Hart, City Clerk

PUBLIC NOTICE

NOTICE SETTING TIME AND PLACE OF PUBLIC HEARING ON THE 2023 SEAL COAT PROJECT

Public Notice is hereby given that the City Council of the City of Washington, Iowa will hold a public hearing to hear comments on the specifications, form of contract, and cost estimate for the proposed 2023 Seal Coat Project. The project will be located on various streets throughout the town. Said hearing will be held in the City Council Chambers, Washington, Iowa, on May 2, 2023 at 6:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Sally Hart, City Clerk

*Millie Youngquist, Mayor Pro Tem
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

March 30, 2023

To: Mayor & City Council

Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker
City Administrator

Re: Contract for IFA Home Rehabilitation Block Grant Pilot Program

This is just another step in the process to begin the home rehabilitation pilot program. ECICOG will be the contractor for the project so we need to enter into a formal contract with them for those services.

Reminder we will be assisting 15 homes with projects for exterior and interior work.

I would recommend to Council that they approve this so we can soon begin the project.

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING ENTERING INTO A CONTRACT WITH EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS FOR CONTRACTING SERVICES FOR THE IFA HOME REHABILITATION BLOCK GRANT PILOT PROGRAM

WHEREAS, the City of Washington, Iowa has entered into an agreement with IFA for the Home Rehabilitation Block Grant Pilot Program; and,

WHEREAS, East Central Iowa Council of Governments (ECICOG) will act as the Contractor for this housing rehabilitation project; and,

WHEREAS, it is necessary to enter into an agreement with East Central Iowa Council of Governments for the contractor services including technical assistance, reporting, inspections, payments, personnel, etc.

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

Section 1. The City Council hereby approves the Contract for IFA Home Rehabilitation Block Grant Pilot Program as attached to this Resolution.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 4th day of April, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

**CONTRACT FOR IFA HOME REHABILITATION
BLOCK GRANT PILOT PROGRAM**

Contract Title: **Rehab Block Grant Pilot Program Administration and Construction Management Services (the "Contract")**

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

Agreement Number: **Award No. 23-HRBGPP-04, the "Grant Agreement"**

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

Contract Amount: **\$42,000 for administration and construction management**
\$33,600 of IFA grant funds and \$8,400 of City local match funds
Actual cost at \$75 per hour – not to exceed forty-two thousand dollars

Effective Date: **March 1, 2023**
Expiration Date: **September 30, 2025**

Pursuant to the Iowa Finance Authority (IFA) Grant Agreement, Local Government shall obtain the written consent of IFA prior to directly or indirectly assigning its rights and responsibilities under the Grant Agreement. By executing this Contract, Local Government represents that it is in compliance with the IFA Grant Agreement 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 as described in Appendix A, will conform to fees shown in Appendix "B". 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 the IFA Grant Agreement funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of the IFA Grant Agreement 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:

Millie Youngquist, Mayor Pro Tem
City of Washington



Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

Date

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as "Contractor") and the City of **Washington**, Iowa (hereafter referred to as the "Local Government").

Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has executed the IFA Grant Agreement, to assist with implementation of a **Housing** project (the "Project"), and the funds allocated pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF"), and

WHEREAS, the Contractor has the ability and experience necessary to provide construction management and administration services to implement the Project, per the Grant Agreement, and

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

Article 1.4.0 Statement of Work and Services

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 IFA awarded funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of IFA awarded funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provide technical assistance to meet financial management and auditing standards of the Project.
- 1.4.2 Provide administration, oversight and coordination of Project documentation, records and reports in accordance with record keeping requirements.
- 1.4.3 Provide technical assistance with regard to labor and equal opportunity standards, including Contractor Work Hours and Safety Standards Act, and the Copeland Anti-kickback Act.
- 1.4.4 Provide technical assistance in regard to Affirmative Fair Housing, Equal Opportunity, and Civil Rights Laws compliance.
- 1.4.6 Write project specifications, procure contractors, and conduct periodic inspections during the construction phase, including required inspections for progress payments, and complete verification of assisted household incomes to ensure compliance and to meet affordability period requirements.
- 1.4.7 Develop all necessary documents and upload all required documentation into IowaGrants.gov account to comply with state and federal regulations.

Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Records as necessary for project completion.
- 1.5.2 Match expenditure report and documentation of final inspection on all projects,
- 1.5.3 Procurement Policy and any other required reports and policies.
- 1.5.4 Status Reports and Request for Payment forms, as required by IFA.

Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is the Contractor authorized to negotiate and execute any changes in the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the "Effective Date" shown on Page 1 of this document, and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the "Expiration Date" shown on Page 1 of this document. Costs incurred against the Project prior to formal grant award by IFA shall not be allowed unless specifically approved by IFA, and all costs must be known and obligated by December 31, 2024 and paid out by September 30, 2025.

Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall adhere to the audit requirements in section 8.2 of the IFA Grant Agreement. The records and books of the Contractor shall be made available to the Local Government for this purpose.
- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory and proper manner and in accordance with such circulars, policies, procedures and requirements as may from time to time be prescribed by the U.S. Department of Treasury, the State of Iowa, and the Local Government.

Article 1.9.0 Conditions of Payment

- 1.9.1 **Maximum Payments:** It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.
- 1.9.2 **Requisition for Payment:** All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.
- 1.9.3 **Receipt of Federal/State Funds:** All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 **Chargeable Expenses:** Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$75.00 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

Article 1.10.0 Project Budget

The Project Budget as listed on IowaGrants.gov indicates a total of \$456,000 for home repairs and weatherization and \$42,000 for administration and construction management services. The contract amount listed on Page 1 for administration and construction management shall be the same as the amount shown in the Project Budget.

GENERAL CONDITIONS

Article 2.1.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or General Conditions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 2.2.0 Release of Data and Findings

Any and all reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

Article 2.3.0 Access and Maintenance of Records

- 2.3.1 The Contractor must maintain all required records until December 31, 2032.
- 2.3.2 At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the IFA, the State Auditor, the federal Treasury Office of the Inspector General and the Government Accountability Office, for their examination, all of its records pertaining to all matters covered by this Contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment and all other matters covered by this Contract.

Article 2.4.0 Allowable Costs

- 2.4.1 Allowable costs are specified under the approved Activity Budget as found in the local government's IowaGrants.gov account and presented in the Special Conditions of this Contract. Allowable costs are subject to audit where all or any part of Contract funds are obtained from the federal government.
- 2.4.2 Indirect cost rates shall be determined according to the principles defined by the federal audit standards.
- 2.4. A deviation of any amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to quality as an allowable cost.

Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IFA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.
- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the

termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.

- 2.5.4 **Rights in Incomplete Products:** In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Article 2.6.0 Equal Employment Opportunity

- 2.6.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

- 2.6.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices on the basis of race, color, religion, sex, national origin, age, disability, or religious affiliation, as stated in Executive Order 11063.

2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
Mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42-U.S.C 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L 93-112, 29 U.S.C. 794)
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing

2.6.4 "During the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

Article 2.7.0 Interest of Local Government, Contractor; Officials, & Others

2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the

undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.

- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Article 2.8.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

Article 2.9.0 Personnel

- 2.9.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 2.9.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- 2.9.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

Article 2.10.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

Article 2.11.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of, and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

Article 2.12.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the failure of the Local Government to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

The Local Government certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

Article 2.14.0 Lead-Safe Housing Regulations (as applicable)
24 CFR Part 35 et. al.

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

Article 2.15.0 Recycled Materials

The contractor agrees to comply all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative code chapter 1-117.6(5) – Recycled Product and Content, which states:

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

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

Article 2.16.0 Information

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

Article 2.17.0 Publications

The Contractor agrees that any publications produced with funds from this award must display the following language: *“This project is being supported, in whole or in part, by federal award number SLFRP4374 awarded to the State of Iowa by the U.S. Department of the Treasury.”*

Article 2.18.0 Protections for Whistleblowers

In accordance with 41 U.S.C. s 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Article 2.19.0 Seat Belt Use

Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

Article 2.20.0 Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

APPENDIX A

Statement of Work and Services

The Scope of Services provided by Contractor shall ensure the local government compliance with the Rehab Block Grant Pilot Program, and include the following:

- 1.1.1 Provide necessary policies, forms or reports for adoption or approval by City Council, as required by IFA.
- 1.1.2 Inspect properties and write up project specifications for work to be completed.
- 1.1.3 Prepare bid documents and procure for construction, as required by IFA.
- 1.1.4 Ensure all contractors meet contractor standards, per federal regulations.
- 1.1.5 Conduct pre-construction conference with homeowners and contractors to ensure all parties understand all work to be completed and in what timeframe.
- 1.1.6 Prepare all construction contracts to meet all federal requirements, including the Equal Opportunity Clause for Construction Work.
- 1.1.7 Complete any homeowner income and property verifications to be completed.
- 1.1.8 Conduct inspections, process requests for payment by contractors, and obtain homeowner approval, when feasible, for contractor payment and work completed.
- 1.1.9 Complete all reports and provide documentation to the City and upload to IowaGrants.gov, as required.
- 1.1.10 Upload all necessary documentation into local government's IowaGrants.gov account, as required, in a timely manner..
- 1.1.11 Assist local government with creation of all documents, as required by IFA, as necessary.

APPENDIX B

FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of \$75.00 per hour.

Washington Housing Rehab Pilot Program Overview:

- Applications from homeowners were solicited prior to the City’s application submission to IFA
 - Intent was to improve owner-occupied housing in approximately a 4-block radius surrounding downtown (IFA priority)
 - 12 homes were identified at time of IFA application submission, with one additional application received but not processed in time for IFA application.
- IFA awarded more than City requested – have funds to do 2 to 3 more homes, depending on project costs.

- **Approved final budget:**

	IFA Grant	City Funds	Total
Owner-occupied rehabilitation of minimum of 14 homes	\$366,400	\$89,600	\$456,000
ECICOG for administration/construction management	\$ 33,600	\$ 8,400	\$ 42,000
Total	\$400,000	\$98,000	\$498,000

- Have to have all funds under contract with contractors by December 31, 2024, and funds expended and requested from IFA by September 30, 2025 (firm deadline).
 - Requests for reimbursements can be submitted to IFA after City has expended 25% of grant and 10% of local match; 50% of grant and 20% of local match; 75% of grant and 25% of local match. The final can be submitted after “substantial completion of project” as determined by IFA.
- **Program highlights described in IFA application:**
 - Eligible work to be completed: exterior and interior repairs/rehab that ensure code compliance, extend the useful life of the property, and address health and safety issues/concerns, as well as energy efficiency improvements.
 - Priority will be given to exterior improvements that impact the neighborhood; however, interior work is also possible, if financially feasible.
 - Average rehab cost per home: \$32,000 with \$35,000 as maximum, if funds available.
 - Home inspections and preparation of bid packets will occur in groups of four properties and will be done in the order homeowner applications were received and approved by ECICOG.
 - All homeowners who participate in program must have low-to-moderate income, and the home must be their primary residence.
 - A 5-to-10-year forgivable lien may be placed on the assisted properties, depending upon grant requirements.

*Millie Youngquist, Mayor Pro Tem
Sally Hart, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

March 30, 2023

To: Mayor & City Council

Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker
City Administrator

Re: Schneider Geospatial Agreement

This agreement with Schneider Geospatial will allow us to work with a company that utilizes Beacon that many of us already use to locate properties, etc. They will help get our already collected data on the map and help us set up how to collect data going forward. Included in the agreement are flex hours that we can use for many purposes to make this transition work well and assist us into the future. Another benefit with getting established with a GIS company, it will help us with the lead service line inventory project.

I have previous experience with Schneider and they are very professional and wonderful to work with and it will be beneficial to be collecting all the data points for new construction, updated service lines, etc.

I would recommend that Council approve this agreement so we can have a great way to benefit from the data being collected.

RESOLUTION NO. 2023- _____

A RESOLUTION APPROVING ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH SCHNEIDER GEOSPATIAL FOR GIS SERVICES USING BEACON

WHEREAS, the City of Washington has been needing to upgrade our GIS capabilities to be able to identify data points with new construction, new services and existing services on a map that can be utilized by city staff, engineers and others; and,

WHEREAS, companies have been researched previously but following a webinar and conversations with Schneider it has been determined that this is the best platform to use since it works jointly with Beacon which is a familiar platform already; and,

WHEREAS, Schneider will provide setup, assistance with our current GIS data collection unit, add data to the maps online that has already been collected and add future data points that we may want to include; and,

WHEREAS, Schneider Geospatial has provided costs for the next 3 years, as follows:

Year 1 (May 1, 2023 - June 30, 2023)	\$9,200
Year 2 (July 1, 2023 - June 30, 2024)	\$11,160
Year 3 (July 1, 2023 - June 30, 2024)	\$11,160

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

Section 1. That the City Council hereby approves the Professional Services Agreement with Schneider Geospatial as attached to this Resolution.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 4th day of April, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **City of Washington, Iowa**, whose place of business is: 215 East Washington St, Washington, IA 52353 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **Beacon Portal Development with Add-ons**

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

- a. **Property ownership, location, valuation, recording, and tax information from CLIENT's property tax administration system**, if available and provided to CLIENT by Washington County, Iowa.
- b. **Detailed residential, commercial, and agricultural land and improvements information from CLIENT's CAMA real estate system**, if available and provided to CLIENT by Washington County, Iowa.
- c. **Property sales history from CLIENT's CAMA real estate system**, if available and provided to CLIENT by Washington County, Iowa.
- d. **Property sketches (if available and provided to CLIENT by Washington County, Iowa, in a web-friendly image file format).**
- e. **Property photos (if available and provided to CLIENT by Washington County, Iowa, in a web-friendly image file format).**
- f. **Esri compatible vector and raster spatial data from CLIENT's existing GIS data sources.**
- g. **Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.**
- h. **Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel if available and provided to CLIENT by Washington County, Iowa.**
- i. **Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.**
- j. **PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.**
- k. **Additional components elected by CLIENT:**

a) **Account Management**

This add-on will allow CLIENT's **Beacon** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

b) **Mailing Labels Generator**

Creates mailing list from the parcel search results list on the CLIENT's **Beacon** website. Allows mailing lists to be generated as mail merge compatible files: csv, .tab, or .xml; or as a PDF that is pre-formatted for Avery 5160 label sheets. Includes user instructions for generating the mail merge files.

c) **Web Feature Service (WFS) Hosting**

PROFESSIONAL will host an ArcGIS Server based Web Feature Service (WFS) for CLIENT containing GIS spatial data layers from Washington County's existing GIS data sources. CLIENT will share access to the map service host for use in CLIENT's host software applications. Pricing may be subject to change in the event of cancellation of Washington County's existing **Beacon** hosting agreement.

B. **GIS Consulting –Onsite**

To begin the project PROFESSIONAL will be on-site for one (1) day to meet with GIS stakeholders (department heads, users, IT support, etc.). This ramp up period will be used to gain a quick understanding and assessment of the current layout of the overall GIS. This could include items such as reviewing the existing GIS architecture, layers and data maintenance procedures. There would be specific focus to streamline any processes relating to the CLIENT's existing **Beacon** website to bring more value to the public and other offices. The working relationships established, and knowledge learned will allow the development of working goals / plan for the upcoming year.

C. **GIS Consulting – Flex Time**

a. **Flex Consulting Time**

- i. CLIENT will have up to **twenty-four (24)** hours of flex (remote) consulting annually. This time could be used in as little as half-hour increments for items such as:
 - 1) Data packaging for custom requests
 - 2) Data review
 - 3) Map creation
 - 4) Custom GIS related requests (ex: ArcGIS Online, Collector)
 - 5) Remote training of GIS software (software not included)
 - 6) Assistance with applying GIS to specific tasks
- ii. Consulting services will be performed remotely.
- iii. Unused hours do not carry over past the end of the annual term. CLIENT is encouraged to utilize / schedule any unused hours remaining by the end of the eleventh month of the annual term.
- iv. If additional Flex Consulting time is needed an additional agreement would need to be signed.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **Beacon with Add-ons**

a. One-time Setup Cost:	\$12,936
Setup items:	
Core Setup:	Included
Mailing Label Generator:	Included
Subtotal:	\$12,936
Setup Discount:	-\$7,936
Total:	\$5,000
b. Annual Hosting:	\$7,656
Hosting items:	
Core Hosting:	Included
Map:	Included
Account Management:	Included
Web Feature Service Hosting:	Included

B. GIS Consulting – Onsite

a. One-time Cost for Onsite Consulting: **\$2,340**

C. GIS Consulting – Flex Time (24 hours/year)

a. Annual Cost for Flex Time: **\$3,504**

D. Payment Schedule

Year 1	May 1, 2023 – June 30, 2023:	\$9,200 (Setup: \$5,000, Onsite Consulting: \$2,340, Hosting: \$1,276 (prorated), Flex: \$584 (4 hours prorated))
Year 2	July 1, 2023 – June 30, 2024:	\$11,160
Year 3	July 1, 2024 – June 30, 2025:	\$11,160

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney’s fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party’s rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL’s website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT’s website hosted in PROFESSIONAL’s web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL’s discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days’ written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through April 14, 2023.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
City of Washington, Iowa

By: _____

Print: _____

Title: _____

Date: _____