



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IOWA  
TO BE HELD IN THE NICOLA-STOUFER ROOM  
AT 115 W. WASHINGTON STREET  
AT 6:00 P.M., TUESDAY, APRIL 18, 2017

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 18, 2017 to be approved as proposed or amended.

**Consent:**

1. Council Minutes 04-04-2017
2. Brenneman Builders, Roofing Park Shelters, \$3,000.00
3. Fox Engineering, Lead Soil Removal at Old Water Plant Site, \$534.70
4. Fox Engineering, Well #7 Pump Replacement & Electrical Modifications, \$440.00
5. Fox Engineering, Well #6 Pump Replacement, \$773.50
6. Fox Engineering, Water Treatment Plant Improvements, \$58,683.90
7. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$840.00
8. Titan Machinery, Service Work, \$5,735.90
9. Terracon, Water Treatment Plant Project, \$3,680.00
10. Department Reports.

**Consent - Other:**

Brendan DeLong, 2016-2017 Sidewalk Replacement Program, \$306.24  
DeLong Construction, Sitler Dr & Ave. H, Dec. Invoice & Retainage (Project Complete & Accepted), \$39,848.77

**Claims and Financial Reports:**

Claims as Presented.

Financial Reports - March

**SPECIAL PRESENTATION**

Main Street Washington – Movies on Main.

Washington Chamber of Commerce :

1. Summer Classic.
2. Volunteer Appreciation Event.
3. Hotel/Motel.

Day of Yoga – June 21 Alzheimer Benefit Event (the longest day) (Melissa Turner)

Nuisance Abatement Update.

**PRESENTATION FROM THE PUBLIC** - Please limit comments to 3 Minutes.

**NEW BUSINESS**

Discussion and Consideration of Purchase of a New Snow Plow.

Discussion and Consideration of a CDBG Contract with IEDA – Water Treatment Plant Project.

Discussion and Consideration of a CDBG Administration Contract with Simmering-Cory.

Discussion and Consideration of Equal Opportunity.

Discussion and Consideration of Prohibit Excessive Force

Discussion and Consideration of Fair Housing.

Discussion and Consideration of Anti-Displacement.

**CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS**

Discussion and Consideration of a Resolution Approving Final Airport Land Use Study –Revised December 2016.

Discussion and Consideration of a Resolution Authorizing an Interfund Transfer (library gift/trust).

Discussion and Consideration of Third Reading of an Ordinance Dissolving Park Commission Administrative Agency.

Discussion and Consideration of First Reading of an Ordinance Adopting a New Chapter 23 “Park & Recreation Board”.

Discussion and Consideration of Authorizing Advertisement for Board Members for Park & Recreation Board.

Discussion and Consideration of First Reading of an Ordinance Placing Stop Signs – 11<sup>th</sup> Ave. & E. Madison St.

Discussion and Consideration of a Resolution Adopting a Code of Conduct (Water Plant CDBG)

Discussion and Consideration of a Resolution Adopting Procurement Policy (Water Plant CDBG)

Discussion and Consideration of a Resolution Setting a New Meeting Location for Regular Council Meetings.

Discussion and Consideration of Approval of Fireworks Permit for July 4 – City of Washington.

**DEPARTMENTAL REPORT**

Police Department  
City Administrator  
City Attorney

**MAYOR & COUNCILPERSONS**

Sandra Johnson, Mayor  
Brendan DeLong  
Steven Gault  
Kerry Janecek  
Jaron Rosien  
Kathryn Salazar  
Millie Youngquist

**ADJOURNMENT**

Illa Earnest, City Clerk

## Council Minutes 04-04-2017

The Council of the City of Washington, Iowa, met in Regular Session in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, April 4, 2017. Mayor Johnson in the chair. On roll call present: DeLong, Gault, Rosien (by telephone), Salazar. Absent: Janecek, Youngquist .

Motion by DeLong, seconded by Salazar, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 4, 2017 be approved as proposed. Motion carried.

### Consent:

1. Council Minutes 03-21-2017
2. Council Minutes 03-28-2017
3. Breneman Builders, Roof for Office in Elm Grove Cemetery, \$5,400.00 (**approved by council 02/21/17**)
4. Garden & Associates, S. 15<sup>th</sup> Project, \$4,371.95
5. Martin Gardner Architecture, Woodlawn Cemetery Gates, \$85.05
6. A & R Land Services, ROW Services on E. Adams St. Project, \$195.00
7. Kevin D. Olson, Professional Services for March, \$965.88
8. Department Reports.

### Consent - Other:

DeLong Construction, Airport Apron Project Pay Request #3, \$27,716.25.

Consent item #5 was struck from the agenda because of duplication with the claims list.

Motion by Salazar, seconded by Gault, to approve the consent agenda items 1-4 and 6-8. Motion carried.

Motion by Salazar, seconded by Gault, to approve consent - other. Motion carried. DeLong abstained with conflict.

Motion by DeLong, seconded by Gault, to approve payment of the claims as presented. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on Perpetual Air Conditioner Easement and Ingress/Egress Easement at 120 E. Main St. (former library).

No written or oral objections were received.

Motion by Salazar, seconded by Rosien, to close the public hearing. Roll call on said motion: Ayes: DeLong, Gault, Rosien, Salazar. Nays: none. Motion carried.

Motion by DeLong, seconded by Salazar, to approve the Resolution Approving the Perpetual Air Conditioner Easement and Ingress/Egress Easement at 120 E. Main St. (former library). Roll call on motion: Ayes: DeLong, Gault, Rosien, Salazar. Nays: none. Motion carried. (**Resolution No. 2017-022**)

Motion by Salazar, seconded by DeLong, that the Regular Session held at 6:00 P.M., Tuesday, April 4, 2017 be adjourned. Motion carried.

Presentations from the Public:

Deanna Hansen and others came before council to talk about various activities planned for Sexual Assault Activision Month and the Victim Advocacy Program.

Mayor Sandra Johnson read a Petition Naming April as Sexual Assault Awareness and Prevention Month in Washington, Iowa.

Shawn Loy and Michelle Driscoll came before council to request some street closures for the Kewash Half Marathon and 5K Race on April 22.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

# INVOICE

Brenneman Builders  
2605 Highway 22  
Riverside, IA 52327  
(319)430-9569

DATE: APRIL 4, 2017

TO Nick Pacha  
Washington Park Shelters

	DESCRIPTION		
	Remove old cap and vent and install 29-gauge metal roofing. Use roll closures under all hip cap, install rake in corners where needed, and install new pipe boots where needed.		
	Shelter 1	Total	\$1200.00
	Shelter 3 & 7-\$2100.00/Shelter	Total	\$4200.00
	Labor and Materials	Grand Total	\$5400.00
		<b>Bill Now</b>	<b>\$3,000</b>
	Balance Left for new fiscal year		\$2400.00
	*Please make check payable to Brenneman Builders* Thank you for your business		
	Please remit payment within 10 days		



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

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

Invoice number 41282  
Date 03/31/2017

Project **342416C Washington Lead Soil  
Removal at Water Plant Site**

Professional Services for the Period of 2/26/2017 to 3/31/2017

**Lump Sum Phases**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Phase	5,347.00	90.00	4,277.60	4,812.30	534.70
Bidding Phase	1,974.00	0.00	0.00	0.00	0.00
Total	7,321.00	65.73	4,277.60	4,812.30	534.70

Invoice total **\$534.70**

Approved by: \_\_\_\_\_

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



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

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

Invoice number 41281  
 Date 03/31/2017

Project **342416B Washington Well 7 Pump Replacement & Electrical Modifications**

Professional Services for the Period of 2/26/2017 to 3/31/2017

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Design</b>	12,408.25	100.00	12,408.25	12,408.25	0.00
<b>Bidding</b>	2,912.00	100.00	2,912.00	2,912.00	0.00
<b>Total</b>	15,320.25	100.00	15,320.25	15,320.25	0.00

		Billed Amount
<b>Construction Administration</b>		
Professional Fees		440.00
	Phase subtotal	440.00
	<b>Invoice total</b>	<b>\$440.00</b>

Approved by: 

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





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

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

Invoice number 41283  
 Date 03/31/2017

Project **342415C Washington Well 6 Pump Replacement**

Professional Services for the Period of 2/26/2017 to 3/31/2017

**Lump Sum Phases**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Design</b>	28,324.00	100.00	28,324.00	28,324.00	0.00
<b>Bidding</b>	4,768.00	100.00	4,768.00	4,768.00	0.00
<b>Total</b>	<b>33,092.00</b>	<b>100.00</b>	<b>33,092.00</b>	<b>33,092.00</b>	<b>0.00</b>

**Standard Hourly Rate Phases**

**Construction Administration**

Professional Fees  
 Outside Services

Billed Amount

513.50  
 260.00

Phase subtotal

773.50

**Invoice total \$773.50**

Approved by: 

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



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

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

Invoice number 41278  
Date 03/31/2017

Project **342416A Washington Water Treatment  
Plant Improvements**

Professional Services for the Period of 2/26/2017 to 3/31/2017

**Lump Sum Phases**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Preliminary Design</b>	126,460.00	100.00	126,460.00	126,460.00	0.00
<b>Final Design</b>	177,830.00	88.00	97,806.50	156,490.40	58,683.90
<b>Bidding</b>	16,780.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>321,070.00</b>	<b>88.13</b>	<b>224,266.50</b>	<b>282,950.40</b>	<b>58,683.90</b>

**Invoice total \$58,683.90**

Approved by: \_\_\_\_\_

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



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

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

Invoice number 41354  
 Date 03/31/2017

Project **204515A Washington Sanitary Sewer  
 Collection System Evaluation**

Professional Services for the Period of 2/26/2017 to 3/31/2017

**Lump Sum Phases**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Data Collection & Kickoff Meeting	5,500.00	100.00	5,500.00	5,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Mapping	12,500.00	100.00	12,500.00	12,500.00	0.00
Southeast Drainage Basin Sanitary Sewer Modeling	12,000.00	100.00	12,000.00	12,000.00	0.00
Southeast Drainage Basin Rehabilitation Report	27,500.00	95.00	26,125.00	26,125.00	0.00
<b>Total</b>	<b>57,500.00</b>	<b>97.61</b>	<b>56,125.00</b>	<b>56,125.00</b>	<b>0.00</b>

**Standard Hourly Rate Phases**

**General Consultation**  
 Professional Fees

	Billed Amount
Phase subtotal	840.00
<b>Invoice total</b>	<b>\$840.00</b>

Approved by:  \_\_\_\_\_

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

# CENTER POINT

*Titen Machinery*

Sold To: CITY OF WASHINGTON  
SERVICE ORDER: 753157

WO#: 1213639 SV CHECK OUT REAR END

**Comments:**

customer found piece of tooth in rear differential . bring in unit and work on removal of rear axel. set up and disassemble found tooth broke off ring gear.

finish up disassembly and inspection of spiders , pinion , axels and housings. make parts list and order parts. call and talk with customer on findings. wants u-joints at trans. yolks replaced - spinning. and check over unit for any other issues. check over unit.

check and inspect u-joints spinning in yolks . found joint caps ok , straps stretched caused by hi torque on drive shafts. replace engine breather filter. tighten dash switches and check park brake light not coming , issue is in dash - park brake working. tighten fan and A.C. belts. replace broken radio antenna. order u-joint straps and bolts.

work on clean up

replace carrier bearings and reorder wrong ring gear bolts. shim and set up new pinion shaft and bearings.

work on assembly of differantal carrier and set up . one of the carrier bearings fell apart. reorder bearing.

install new carrier bearing and set up differential. work on and assemble rear diff. and install. replace u - joint straps.

fill differential and run and bleed brakes. install rear wheels and top off differential. road check unit and recheck - ok.

**Labor:**

Description	Amount
Labor	\$2,893.00
Trucking - Service	\$250.00
Shop Supplies	\$174.85
<b>Total Labor</b>	<b>\$3,317.85</b>

**Parts:**

Qty	Vendor	Part Number	Description	Bin	Price	Ext. Price
1.00	CAS	87708393	SET,GEAR,BEVEL,14/35(87395372)		\$1,810.00	\$1,810.00
1.00	CAS	190509A1	SHIM-2.7MM		\$21.00	\$21.00
1.00	CAS	190514A1	SHIM		\$15.94	\$15.94
1.00	CAS	P1139855X	BEARING, BALL		\$130.00	\$130.00
1.00	CAS	28042230	TAPERED BEARING		\$78.00	\$78.00
1.00	CAS	295151A1	SEAL		\$23.00	\$23.00
1.00	CAS	14461080	GASKET	10I2	\$2.65	\$2.65
1.00	CAS	ZPX51550	GASKET ELIMINATOR 515 50ML	J02A	\$18.50	\$18.50
2.00	CAS	86998145	BEARING	A01B	\$71.75	\$143.50
2.00	CAS	87711038	RING(87395386)		\$7.25	\$14.50
2.00	CAS	87538515	RETAINER	B05C	\$18.00	\$36.00
1.00	CAS	504325903	O-RING	10I4	\$8.20	\$8.20
-2.00	CAS	84355325	SPIDER ASSY	A05H	\$49.00	(\$98.00)
1.00	CAS	197745A1	ANTENNA	B06D	\$29.00	\$29.00
1.00	CAS	85812289	SHIM		\$26.00	\$26.00
12.00	CAS	84203708	BOLT		\$3.85	\$46.20
1.00	CAS	14461080	GASKET	10I2	\$2.65	\$2.65
1.00	CAS	86998145	BEARING	A01B	\$71.75	\$71.75
4.00	CAS	9993141	O-RING	10C2	\$0.79	\$3.16
1.00	CAS	B85144	5 GALLON CNH HYPOIDE EP GL 85W	BR	\$95.00	\$95.00
-1.00	CAS	85812289	SHIM		\$26.00	(\$26.00)

-- CUSTOMER COPY --

# CENTER POINT

Sold To: CITY OF WASHINGTON  
SERVICE ORDER: 753157

-1.00	CAS 85812295	SHIM	\$33.00	(\$33.00)
			<b>Total Parts</b>	\$2,418.05
			<b>Tax</b>	.
			<b>Total WO</b>	\$5,735.90

600-6-8012- 6350 Initials \_\_\_\_\_  
EXP. \_\_\_\_\_  
Vender # \_\_\_\_\_ Date Rec. 4-12-17  
Due Date \_\_\_\_\_ Inv # \_\_\_\_\_



# INVOICE

2640 12th St SW  
Cedar Rapids, IA 52404-3440  
319-366-8321

Project Mgr: Tom Sherman

**Project:** Water Treatment Plant Improvements  
SWQ of East 6th Street and North 4th Avenue  
Existing WTP site  
Washington, IA 52353

**To:** City of Washington  
Attn: Brent Hinson  
215 E. Washington Street  
PO Box 516  
Washington, IA 52353

REMIT TO:	
<b>Invoice Number: T893267</b>	
<b>Terracon Consultants, Inc.</b>	
<b>PO Box 959673</b>	
<b>St Louis, MO 63195-9673</b>	
<b>Federal E.I.N.: 42-1249917</b>	

Project Number:	06165139
Contract Amount:	\$13,650.00
Billed to Date:	\$13,442.50
Invoice Date:	4/06/2017
For Period:	2/19/2017 to 4/01/2017

For geotechnical engineering services in conjunction with the referenced project.

Quantity	Description of Services	Rate	Total
<b>Field Exploration Services</b>			
1.00 Each	Drill Rig Mobilization	\$300.00	\$300.00
0.50 Day(s)	All-Terrain Drill Rig	\$550.00	\$275.00
0.50 Day(s)	Drilling Support Truck	\$75.00	\$37.50
40.00 Foot	Auger Drilling & Sampling (0-20 ft.)	\$13.50	\$540.00
6.00 Foot	Auger Drilling & Sampling (20-40 ft.)	\$14.50	\$87.00
1.00 Each	Pavement Patching	\$25.00	\$25.00
0.25 Hour(s)	Location and Elevation of Borings	\$150.00	\$37.50
1.00 Hour(s)	Drilling Supervisor/Utility Locates	\$105.00	\$105.00
	<b>Subtotal</b>		<b>\$1,407.00</b>
<b>Soil Laboratory Services</b>			
1.50 Hour(s)	Stratification of Boring Logs	\$65.00	\$97.50
15.00 Each	Moisture Content & Visual Classification	\$10.00	\$150.00
15.00 Each	Dry Density (Thin-Wall Tube Sample)	\$7.50	\$112.50
14.00 Each	Unconfined Compressive Strength Test	\$17.50	\$245.00
11.00 Each	Hand Penetrometer	\$3.00	\$33.00
2.00 Each	Atterberg Limits - Three Point Method	\$125.00	\$250.00
1.00 Each	Consolidation Test	\$450.00	\$450.00
	<b>Subtotal</b>		<b>\$1,338.00</b>
<b>Geotechnical Engineering Services</b>			
8.50 Hour(s)	Project Engineer/Manager	\$110.00	\$935.00
	<b>Subtotal</b>		<b>\$935.00</b>

TERMS: DUE UPON PRESENTATION OF INVOICE



# INVOICE

Invoice No.: T893267  
Project No.: 06165139  
Project: Water Treatment Plant  
Improvements  
SWQ of East 6th Street and North  
4th Avenue  
Project Mgr: Tom Sherman

If you have any questions regarding this invoice, please call (319) 366-8321 or email [anne.davis@terracon.com](mailto:anne.davis@terracon.com).

**Invoice Total** **\$3,680.00**

Statement of Account	
Contract Amount	\$13,650.00
Amount Previously Billed	\$9,762.50
Total Due this Invoice	\$3,680.00
Total Billed	\$13,442.50
Payments to Date	\$8,950.00
<b>Total Due</b>	<b>\$4,492.50</b>

**WWTP report  
April 18, 2017  
Council meeting**

- **After hour alarm and dog call outs**  
30<sup>th</sup> WWTP, elevated TSS alarm, 6:46 p.m. Fred  
2<sup>nd</sup> WWTP, I called Jason into work SCADA computer problems, 7:37 a.m.  
5<sup>th</sup> animal call, Safety Center reported raccoon to be picked up at 509 N Marion, 8:00p.m. Parker  
7<sup>th</sup> dog call, Safety Center reported a dog to be picked up at Paws & More, 12:57 a.m. Parker  
8<sup>th</sup> Underpass lift station, received a call that the high water light was on, 10:23 a.m. Fred
- **Dept Head meetings** – I attended the meeting on April 4<sup>th</sup> & Jason attended the meeting on the 11<sup>th</sup> in my absence.
- **WWTP SCADA computer** – When I got to work on Sunday (2<sup>nd</sup>) the SCADA computer (runs the WWTP) was froze up. I tried rebooting it twice and it still wouldn't operate correctly. Hooked up the backup laptop so we were capable of making any necessary operational changes. I called Jason in after rebooting it a couple more times it started working again. I took the laptop home to monitor the WWTP in case the main SCADA froze up again. Monday morning when we got to work it was froze up again. Jason contacted JETCO for assistance. Steve from JETCO ghosted in and made some changes to the computer and got it up and running again. Tuesday morning when we got to work it was froze up again. Jason contacted Steve again. Steve came to the WWTP to troubleshoot the computer. We ended up purchasing a new hard drive from I Tech here in Washington and Steve installed it. He also checked a bunch of the programming. By around 3:00 p.m. Steve had finished the repairs and the computer was operating properly. We haven't had any more problems with it since. We need to have the SCADA computer operational at all times to keep things operating properly and so it will call us if there any problems or alarms. This was unfortunate since this computer and the SCADA controls will all be upgraded in the near future.
- **WWTP Operations building water heater** – We hired Miller & Sons to replace this water heater with a fifty (50) gallon electric water heater. We hired Joe Marie Electric to change the voltage from 480 volts down to 230 volts. We had two (2) estimates for this repair. Miller & Sons = \$946.63 Carson = \$1,400.00.
- **WWTP generator** – This generator is scheduled to be serviced and load tested on May 3, 2017 by the 3E Company.
- **CEU training class** – I attended the annual AWWA Spring Short Course held at DMACC in Ankeny on April 10<sup>th</sup> & 11<sup>th</sup>. I received one (1) CEU for attending this course.
- **WWTP March 2017 Discharge Monitoring Report (DMR)** – Average daily flow **1.316** million gallons (mg), maximum daily flow **2.662** mg, minimum daily flow **0.991** mg. There were **no** violations of the WWTP's NPDES discharge permit. Total precipitation for March 2017 = **>2.87"** (recorded at the WWTP).

<b>CBOD5 removal 85% required</b>	<b>result = 98.8%</b>
Influent CBOD5 monthly average =	<b>153.4</b> mg/L
Effluent CBOD5 monthly average =	<b>1.9</b> mg/L

<b>TSS removal 85% required</b>	<b>result = 92.9%</b>
Influent TSS monthly average =	<b>110.7</b> mg/L
Effluent TSS monthly average =	<b>7.9</b> mg/L

- **Dog pound report for March 2017** – Ten (10) calls total for March 2017. Four (4) call outs during normal hours and six (6) calls after hours. One (1) dog to taken to Paws and More. One (1)



dog taken to the Vet clinic for observation after biting someone. Two (2) dogs couldn't be caught after call out. Six (6) dogs were returned to the owners.

- **WWTP equipment** – Jason and Parker have been performing routine maintenance on the equipment when notified by SCADA that maintenance is required.
- **WWTP mowing** – Mowing at the WWTP started the week of April 10<sup>th</sup>.
- **Recent rains** – The WWTP and lift stations haven't experienced any problems with the recent rains. Actually it was good to have some rain to flush everything out since it had been a while. It also was good to get some extra water in the EQ basins to dilute their contents before pumping them back through the WWTP for treatment.
- **WWTP/YWC** – We will extend our hours on Saturday mornings from 7:00 a.m. to 10:00 a.m. on the following dates: April 22 & 29, May 6, 13, 20, & 27 so Washington residents can haul their yard waste out here.

**Fred E Doggett**  
**4/13/2017 3:09 PM**

Council Report for April 18<sup>th</sup>, 2017

**Water Dept.**

Work continues on Well 6. There were some issues with getting the casing installed so it had to be pulled and the well televised. They found where some scale/old casing had come loose and bridged across the well. It has been removed and they hope to have to new casing and installed and grouted by the 21<sup>st</sup>.

We installed a new brine pump/motor on EDR 1. We are hoping not to do a lot of repairs like this considering the impending plant upgrades but when they come up, unfortunately we have to do them.

We recently had the DNR come do their standard 3-year Sanitary Survey. They inspect the plant, along with the water towers and well houses. Everything went well and I don't expect there to be any major issues with their report.

**Street/Traffic Lighting Dept.**

I received a quote from Tom Brown construction, he did the work on the water plant roof last year, for \$3500 to remove and dispose of the traffic lights at the intersection of 2<sup>nd</sup> and Main. That is roughly \$100 less than the quote I got from Dickinson Company out of Oskaloosa a few years ago. The owner of that company has since retired and the business is no longer in operation.

I have made some other inquiries to get quotes but few companies seem to have the equipment or interest in doing the work.

On a separate health note, I'll be having a pretty significant knee surgery on May 24<sup>th</sup>. Most likely, I'll be off of work for the entire month of June. I'll be totally non-weight bearing for three months and probably on crutches for 4-5 months total; it is a 6-12 month recovery overall. Kyle is more than capable of taking on the extra load and other city employees have already expressed their willingness to give him a hand whenever it's needed. I will still be available and in town during my time off so I'll still be capable of offering guidance should any emergencies occur.

Chad McCleary  
Water/Lighting Supt.

Washington Volunteer Fire Department  
April 5,2017

February Fires

5 City fires	520.00
9 rural fires	1870.00
0 Drill	.00
7 fires and 0 drill	2390.00

Blood borne Pathogens before meeting

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Randy Tisor made a motion to pay all bills against the department. Seconded by Bill Dusenbery  
Passed

Kurt Venenga has had surgery.

Committees; Social ;snacks after meeting

Golf; golf shed clean up April 23 at 8am.

Rescue.

Communications;Thank you from Eileen Russell and \$100.00 Donation. Thank You from Gladys Beenblossom Estate and \$250.00 donation. Thank you from George and Anita Moore and \$150.00 donation. Thank you from Rosella Lowe and \$20.00 donation.

applications:New member getting physical and other paper work.

Old business: Railroad class was very interesting.

County meeting in Crawfordsville 3-28-17 Stutsman put on NH3 program.

BioDiesel Plant donated money for foam training.

New Station up date, Old Library is sold. Getting committees set up.

New: Training April 22 at 8am Confined space

Party for Randy Tisor retirement 4/8/17 at 5pm at his place.

Crawfordsville pancake feed 4/8/17

Riverside pancake feed 4/9/17

Kids Fest. May 19.

Chief has more new Hoods.

Rope bags for search and rescue.

We need better attendance to calls.

Roll call taken

Everyone needs to get direct deposit.

No other business, meeting adjourned.

Secretary  
Tom Beauchamp

# Maintenance and Construction Report

3/25/17-4/7/17

**STREETS:** M/C Personnel cold mixed a few areas and operated the street sweeper. Personnel compiled the seal coat list for this upcoming summer to be either overlaid or have surface correction. Personnel worked on a few alleys grading and adding rock where it was needed.

**WATER DISTRIBUTION:** M/C Personnel began hydrant flushing on Monday April 3, should conclude April 12. Personnel are exercising 10 inch and 12 inch gate valves during the flushing process, including a few random smaller gate valves.

**SEWER COLLECTION:** M/C Personnel excavated a sanitary and a storm sewer creating sink holes and patched, located in the 800 block of South Iowa Ave. Personnel vac'd out a sanitary manhole located at South 2<sup>nd</sup> Ave- McCreedy Drive, as well as jetting a few other sewer mains, using 7,500 gallons of water. There was a sanitary sewer in the 700 block of South 7<sup>th</sup> Ave that had minor issues but was jetted thoroughly.

**STORM SEWER COLLECTION:** M/C Personnel unplugged a few storm intakes with the recent 3 inches of rain we had.

**MECHANIC/SHOP:** M/C Personnel compiled the fuel report as well as getting the new fuel system operational. Serviced #115 (replaced both spring brake chambers and purge grease fittings), FD generator, FD Brush truck, #104 (old brush truck-sprayed bed liner and under coat), #602 (diagnosis light issue), PD 97 (replaced dome override switch and replace spotlight), #103 (repair steering column) and #004 (replaced light bar cord).

**OTHER:** M/C Personnel attended a SASSO meeting on Work Zone Safety and Flagger Safety. Personnel continued to pick up yard waste bags and brush, YTD 590 (bags). Personnel responded to 65 One Call Locates.

*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.*

# 2016- 2017 Sidewalk Replacement Program

Property Owner: Brendan DeLong

Property Address: 701 E. Jefferson St.

Phone Number: 319-461-3796

## Pre-Construction Inspection

Date: March 7, 2017 City Inspector: Steve Donnolly

Results of Inspection: replace 6 squares of sidewalk in driveway

## Pre-Pour Inspection

Date: March 7, 2017 City Inspector: Keith Henkel

Contractor: DeLong Construction

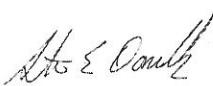
Excavation Permit Number: 17-046 Permit Fee: \$10.00

## Amount Due to Property Owner:

4" thick sidewalk      4'x4' Squares x \$ 45.52 = \$ 0.00

6" thick sidewalk 6 4'x4' Squares x \$ 51.04 = \$ 306.24

TOTAL \$ 306.24

Authorized by:  Date: April 6, 2017  
City Official

Digitally signed by i.w55c.net  
DN: ou=Created by http://  
www.fiddler2.com, o=DO\_NOT\_TRUST,  
cn=i.w55c.net  
Date: 2017.04.06 11:10:50 -0500

To Council for payment: April 6, 2017 Address to send check: Brendan DeLong  
701 E. Jefferson St.  
Washington, IA 52353

Sidewalk Repair/Replacement  
Account Number: 311-6-7500-6799

DELONG CONSTRUCTION, INC.  
SITLER DRIVE AND H AVENUE

QUANTITIES COMPLETE AS OF 12/13/16

	Contract Qty	Unit Price	Adjusted Contract Value	JTD Qty complete	Previous Qty	Qty this period	JTD Extension
1	TRAFFIC CONTROL	1	LS \$ 2,000.00	\$ 2,000.00	1	0.5	0.5 \$ 2,000.00
2	MOBILIZATION	1	LS \$ 17,000.00	\$ 17,000.00	1	1	0 \$ 17,000.00
3	CLEARING AND GRUBBING	1	LS \$ 4,200.00	\$ 4,200.00	1	1	0 \$ 4,200.00
4	STRIPPING, SALVAGING AND SPREADING TOPSOIL	730	CY \$ 8.75	\$ 6,387.50	730	365	365 \$ 6,387.50
5	EXCAVATION, CLASS 10, ONSITE	610	CY \$ 13.00	\$ 7,930.00	610	610	0 \$ 7,930.00
6	BELOW GRADE EXCAVATION (CORE OUT)	120	CY \$ 35.00	\$ 4,200.00	13.29	13.29	0 \$ 465.15
7	SUBGRADE PREPARATION	1798	SY \$ 1.50	\$ 2,697.00	1949	1949	0 \$ 2,923.50
8	SUBBASE, MODIFIED, 6" THICK	1798	SY \$ 7.50	\$ 13,485.00	1949	1949	0 \$ 14,617.50
9	REMOVE EXISTING 18" ADS CULVERT	60	LF \$ 10.00	\$ 600.00	60	60	0 \$ 600.00
10	REMOVE EXISTING 24" ADS CULVERT	43	LF \$ 10.00	\$ 430.00	65	65	0 \$ 650.00
11	TRENCH FOUNDATION	3	TONS \$ 40.00	\$ 120.00			0 \$ -
12	STORM SEWER, TRENCHED, PVC, SDR35, 6" DIA	18	LF \$ 35.00	\$ 630.00	18	18	0 \$ 630.00
13	STORM SEWER, TRENCHED, RCP, 12" DIA	23	LF \$ 45.00	\$ 1,035.00	23	23	0 \$ 1,035.00
14	STORM SEWER, TRENCHED, RCP, 18" DIA WITH GRANULAR	73	LF \$ 75.00	\$ 5,475.00	73	73	0 \$ 5,475.00
15	STORM SEWER, TRENCHED, RCP, 24" DIA WITH GRANULAR	61	LF \$ 92.00	\$ 5,612.00	61	61	0 \$ 5,612.00
16	PIPE APRON, 24"	1	EA \$ 1,650.00	\$ 1,650.00	1	1	0 \$ 1,650.00
17	PIPE APRON GUARD, 24"	1	EA \$ 960.00	\$ 960.00	1	1	0 \$ 960.00
18	LONGITUDINAL SUBDRAIN, TYPE 1, 4"	1264	LF \$ 9.00	\$ 11,376.00	1190	1190	0 \$ 10,710.00
19	SUBDRAIN CLEANOUT, TYPE A-1	2	EA \$ 650.00	\$ 1,300.00	4	2	2 \$ 2,600.00
20	SUBDRAIN OUTLET, CONNECTION TO STRUCTURE	4	EA \$ 500.00	\$ 2,000.00	4	4	0 \$ 2,000.00
21	STORM MANHOLE, SW-401, 48"	1	EA \$ 2,800.00	\$ 2,800.00	1	1	0 \$ 2,800.00
22	STORM INTAKE, SW-510 WITH INSERT	2	EA \$ 6,400.00	\$ 12,800.00	2	2	0 \$ 12,800.00
23	STORM INTAKE, SW-512, 18" DIA WITH SW604 TYPE 3A C	1	EA \$ 2,050.00	\$ 2,050.00	1	1	0 \$ 2,050.00
24	SANITARY MANHOLE ROTATE AND ADJUSTMENT, MINOR	2	EA \$ 1,650.00	\$ 3,300.00	2	2	0 \$ 3,300.00
25	FIELD TILE RISER RELOCATION	1	EA \$ 650.00	\$ 650.00	1	1	0 \$ 650.00
26	CONNECT TO EXISTING STORM SEWER MANHOLE	1	EA \$ 1,500.00	\$ 1,500.00	1	1	0 \$ 1,500.00
27	PCC PAVEMENT, 7" CLASS 3 WITH INTEGRAL CURB	1518	SY \$ 43.65	\$ 66,260.70	1453	1453	0 \$ 63,423.45
28	PAVEMENT REMOVAL, PCC, ACC, AND GRAULAR DRIVEWAY &	349	SY \$ 9.50	\$ 3,315.50	381	381	0 \$ 3,619.50
29	PCC SIDEWALK, 4"	328	SY \$ 34.00	\$ 11,152.00	357.11	346	11.11 \$ 12,141.74
30	DETECTABLE WARNINGS	10	SF \$ 35.00	\$ 350.00	10	10	0 \$ 350.00
31	PCC DRIVEWAY 6"	116	SY \$ 43.00	\$ 4,988.00	116	116	0 \$ 4,988.00
32	PCC DRIVEWAY 7"	117	SY \$ 47.35	\$ 5,539.95	117	117	0 \$ 5,539.95
33	FULL DEPTH PATCHING, PCC, 7" CLASS 3 UNIT PRICE ON	21	SY \$ 156.00	\$ 3,276.00			0 \$ -
34	SUBBASE OVEREXCAVATION	1	TONS \$ 50.00	\$ 50.00			0 \$ -
35	PARTIAL DEPTH PATCHING, PCC	878	SF \$ 46.50	\$ 40,827.00	878	878	0 \$ 40,827.00
36	CRACK AND JOINT CLEANING AND FILLING, HOT POUR	69	LF \$ 3.00	\$ 207.00	69	69	0 \$ 207.00
37	PAVEMENT REMOVAL, PCC, EXISTING STREET	683	SY \$ 9.00	\$ 6,147.00	658.95	658.95	0 \$ 5,930.55
38	SEEDING, FERTILIZING AND MULCHING, STABILIZATION	0.9	AC \$ 3,400.00	\$ 3,060.00	0.9	0.9	0 \$ 3,060.00
39	SWPPP MANAGEMENT	1	LS \$ 1,000.00	\$ 1,000.00	1	1	0 \$ 1,000.00
40	EROSION STONE WITH ENGINEERING FABRIC	15	TONS \$ 50.00	\$ 750.00	14.05	14.05	0 \$ 702.50
41	SILT FENCE	400	LF \$ 2.00	\$ 800.00			0 \$ -
42	REMOVAL OF SILT FENCE	400	LF \$ 1.50	\$ 600.00			0 \$ -
43	INLET PROTECTION DEVICE	2	EA \$ 165.00	\$ 330.00			0 \$ -
44	INLET PROTECTION DEVICE MAINTENANCE	2	EA \$ 100.00	\$ 200.00			0 \$ -
45	CONSTRUCTION SURVEY	1	LS \$ 4,800.00	\$ 4,800.00	1	1	0 \$ 4,800.00
46	PAINTED PAVEMENT MARKINGS, DURABLE	11	STA \$ 50.00	\$ 550.00	11.18	11.18	0 \$ 559.00
47	PAINTED SYMBOLS AND LEGEND	2	EA \$ 150.00	\$ 300.00	2	2	0 \$ 300.00
101	TRAFFIC CONTROL	1	LS \$ 2,000.00	\$ 2,000.00	1	1	0 \$ 2,000.00
102	MOBILIZATION	1	LS \$ 9,500.00	\$ 9,500.00	1	1	0 \$ 9,500.00
103	CLEARING AND GRUBBING	51	UNIT \$ 80.00	\$ 4,080.00	51	51	0 \$ 4,080.00
104	STRIPPING, SALVAGING AND SPREADING TOPSOIL	500	CY \$ 9.00	\$ 4,500.00	500	400	100 \$ 4,500.00
105	EXCAVATION, CLASS 10, ONSITE	150	CY \$ 20.00	\$ 3,000.00	150	50	100 \$ 3,000.00
106	BELOW GRADE EXCAVATION (CORE OUT)	20	CY \$ 40.00	\$ 800.00			0 \$ -
107	SUBGRADE PREPARATION	1340	SY \$ 1.50	\$ 2,010.00	1340	1340	0 \$ 2,010.00
108	SUBBASE, MODIFIED, 6" THICK	1340	SY \$ 7.65	\$ 10,251.00	1340	1340	0 \$ 10,251.00
109	STORM SEWER, TRENCHED, RCP, 12" DIA	72	LF \$ 56.00	\$ 4,032.00	60	60	0 \$ 3,360.00
110	REMOVE STORM SEWER, 6" ADS	35	LF \$ 10.00	\$ 350.00	35	35	0 \$ 350.00
111	PIPE APRON, 12"	2	EA \$ 1,350.00	\$ 2,700.00	2	2	0 \$ 2,700.00
112	PIPE APRON GUARD, 12"	2	EA \$ 670.00	\$ 1,340.00	2	2	0 \$ 1,340.00
113	LONGITUDINAL SUBDRAIN, TYPE 1, 4"	490	LF \$ 9.00	\$ 4,410.00	436	436	0 \$ 3,924.00
114	SUBDRAIN CLEANOUT, TYPE A-1	5	EA \$ 650.00	\$ 3,250.00	4	4	0 \$ 2,600.00
115	SUBDRAIN OUTLET, CONNECTION TO STRUCTURE	5	EA \$ 500.00	\$ 2,500.00	5	5	0 \$ 2,500.00
116	STORM INTAKE, SW-501	2	EA \$ 3,670.00	\$ 7,340.00	2	2	0 \$ 7,340.00
117	REMOVE STORM INTAKE	1	EA \$ 600.00	\$ 600.00	1	1	0 \$ 600.00
118	PCC PAVEMENT, 7" CLASS 3 WITH INTEGRAL CURB	1081	SY \$ 47.65	\$ 51,509.65	1299	1275	24 \$ 61,897.35
119	PAVEMENT REMOVAL, PCC EXISTING DRIVEWAY	8	SY \$ 15.00	\$ 120.00	8	8	0 \$ 120.00
120	GRANULAR SURFACING	86	TONS \$ 25.00	\$ 2,150.00	77.97	77.97	0 \$ 1,949.25
121	PAVEMENT REMOVAL, PCC, EXISTING STREET	1028	SY \$ 8.50	\$ 8,738.00	1032.1	1032.1	0 \$ 8,772.85
122	SEEDING, FERTILIZING AND MULCHING, STABILIZATION	1	AC \$ 3,150.00	\$ 3,150.00	1	1	0 \$ 3,150.00
123	SWPPP MANAGEMENT	1	LS \$ 1,000.00	\$ 1,000.00	1	0.5	0.5 \$ 1,000.00
124	EROSION STONE WITH ENGINEERING FABRIC	30	TONS \$ 50.00	\$ 1,500.00	15.15	15.15	0 \$ 757.50
125	SILT FENCE	480	LF \$ 2.00	\$ 960.00			0 \$ -
126	REMOVAL OF SILT FENCE	480	LF \$ 1.50	\$ 720.00			0 \$ -
127	INLET PROTECTION DEVICE	2	EA \$ 165.00	\$ 330.00			0 \$ -
128	INLET PROTECTION DEVICE MAINTENANCE	2	EA \$ 100.00	\$ 200.00			0 \$ -
129	CONSTRUCTION SURVEY	1	LS \$ 2,700.00	\$ 2,700.00	1	1	0 \$ 2,700.00
	BELOW GRADE EXCAVATION & FILL WITH DIRT		CY \$ 30.00	\$ -	250.6	250.6	0 \$ 7,518.00
	CLEARED TWO TREES		EA \$ 750.00	\$ -	2	2	0 \$ 1,500.00
	FIX FIELD TILE IN CONFLICT WITH THE CORE OUT		LS \$ 1,528.00	\$ -	1	1	0 \$ 1,528.00
	CURB CUTS ON SITLER DRIVE		LS \$ 810.00	\$ -	1	1	0 \$ 810.00
	SPLIT RAIL FENCE		LF \$ 20.00	\$ -	60	60	0 \$ 1,200.00

CONTRACT VALUE: \$ 402,431.30

VALUE OF COMPLETED WORK: \$ 410,952.29

LESS 3% RETAINAGE: \$ 12,328.57

LESS PREVIOUS PAYMENTS: \$ 371,103.52

DUE: \$ 27,520.20

39,848.77

## CITY OF WASHINGTON, IOWA

## CLAIMS REPORT FOR APRIL 18, 2017

## POLICE

CINTAS CORP LOC. 342  
 CLERK OF COURT  
 COBB OIL CO, INC.  
 KCTC  
 QUILL  
 REMINGTON ARMS CO  
 UPS  
 VERIZON WIRELESS  
 VISA  
 WINDSTREAM IOWA COMMUNICATIONS

RUG & TOWEL SERVICE 39.88  
 CIVIL INFRACT-COLE/MEJIA PARK T 170.00  
 FUEL 2,897.51  
 INTERNET/PHONE SRV 85.00  
 SUPPLIES 321.27  
 SCHOOLS AND TRAINING 225.00  
 UPS CHARGES 27.24  
 WIRELESS SERVICE 1,363.46  
 SOFTWARE, PRINTER, & TRAIN SERVICE 1,419.14  
**TOTAL 6,934.11**

## FIRE

ALLIANT ENERGY  
 COBB OIL CO, INC.  
 DINGES FIRE COMPANY  
 KELTEK  
 VERIZON WIRELESS  
 WAGNER, BILL

ALLIANT ENERGY 106.42  
 FUEL 253.85  
 HOODS 1,033.97  
 EQUIPMENT 1,738.50  
 WIRELESS SERVICE 184.17  
 BOOT REIMBURSEMENT 100.00  
**TOTAL 3,416.91**

## DEVELOP SERV

ACE-N-MORE  
 COBB OIL CO, INC.  
 IGRAPHIX, INC  
 LUKE WASTE MANAGEMENT  
 VERIZON WIRELESS  
 VISA

BATTERY 275.39  
 FUEL 150.43  
 RENTAL INSPECT CARDS 149.00  
 TRASH ABATEMENT 35.00  
 WIRELESS SERVICE 251.03  
 CODE BOOK 23.00  
**TOTAL 883.85**

## LIBRARY

ALL AMERICAN PEST CONTROL  
 ALLIANT ENERGY  
 BAKER & TAYLOR  
 CARSON PLUMBING & HEATING SRVS INC  
 CINTAS CORP LOC. 342  
 DEMCO  
 EBERT SUPPLY CO.  
 GALE/CENGAGE LEARNING  
 J & S ELECTRONIC BUSINESS SYSTEMS, INC  
 KCTC  
 MEDIACOM  
 RECORDED BOOKS LLC  
 VISA  
 WCDC INC

PEST CONTROL 88.00  
 ALLIANT ENERGY 1,869.42  
 LIBRARY MATERIALS 900.07  
 PLUMBING REPAIRS 32.95  
 RUG AND TOWELS SERVICE 52.15  
 DEMCO 88.48  
 JANITORIAL SUPPLIES 100.32  
 WESTERNS-LP 36.34  
 COPIER CONTRACT & COPIES 177.60  
 ELEVATOR LINE 34.80  
 INTERNET SERVICE AND PHONE 306.32  
 AUDIO BOOKS 58.49  
 BOOKS AND POSTAGE 267.86  
 WINDOW WASHING 30.00  
**TOTAL 4,042.80**

## PARKS

ACE-N-MORE  
 ACTION SERVICES INC  
 ALLIANT ENERGY  
 COBB OIL CO, INC.  
 IOWA DNR FORESTRY-FIRE PROGRAM  
 KCTC  
 MENARDS  
 S & G MATERIALS  
 SITLER'S ELECTRIC  
 VISA

SUPPLIES 92.41  
 PORTABLE TOILETS 500.00  
 ALLIANT ENERGY 1,727.26  
 FUEL 212.57  
 CHAINSAW COURSE 10.00  
 INTERNET/PHONE SRV 272.55  
 SUPPLIES 94.32  
 ASPHALT 751.25  
 LIGHT 121.22  
 MEALS 9.51  
**TOTAL 3,791.09**

## POOL

MARSHALL FURNITURE CO

REPAIR PARTS 274.00

		<b>TOTAL</b>	<b>274.00</b>
<b>CEMETERY</b>	ACE-N-MORE	SUPPLIES	173.36
	LOWRY EQUIPMENT	MOWER PARTS	126.49
	VISA	MOWER BLADES	102.03
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	135.01
		<b>TOTAL</b>	<b>536.89</b>
<b>FINAN AMDIN</b>	ALLIANT ENERGY	ALLIANT ENERGY	94.34
	CARSON PLUMBING & HEATING SRVS INC	STARTED BOILER-OLD LIBRAR	42.95
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	131.66
	FAREWAY STORES	SUPPLIES	24.96
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINT-CC MACHINE	131.25
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER CONTRACT & COPIES	784.48
	KCTC	INTERNET/PHONE SRV	84.99
	QUILL	SUPPLIES	29.91
	STOREY KENWORTHY/MATT PARROTT	CERTIFICATE OF DEPOSIT FORMS	237.47
	VERIZON WIRELESS	WIRELESS SERVICE	134.11
	WASH COUNTY MINIBUS	LOST- APRIL	14,349.71
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	1,072.96
		<b>TOTAL</b>	<b>17,118.79</b>
<b>AIRPORT</b>	ACE-N-MORE	CLEANING SUPPLIES	5.49
	JAMIESON, JEAN	MARCH CLEANING	196.00
	ROE, MIKE	REIMBURSEMENT	59.92
	TNT FARM PTR	AIRPORT SEEDING	829.80
	VERIZON WIRELESS	WIRELESS SERVICE	25.94
	VETTER'S INC-CULLIGAN WATER	WATER	43.95
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	177.91
		<b>TOTAL</b>	<b>1,339.01</b>
<b>ROAD USE</b>	ACE-N-MORE	SUPPLIES	43.09
	COBB OIL CO, INC.	FUEL	1,325.79
	S & G MATERIALS	ASPHALT	2,169.51
	VISA	TOOL BOX	379.99
		<b>TOTAL</b>	<b>3,918.38</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	8,438.06
	MARIE ELECTRIC INC.	REPAIR	472.13
		<b>TOTAL</b>	<b>8,910.19</b>
<b>TREE COMMITTEE</b>	MCCONNELL, MARDE	REIMBURSMENT FOR MTG	24.60
		<b>TOTAL</b>	<b>24.60</b>
<b>LIBRARY GIFT</b>	BAKER & TAYLOR	LIBRARY MATERIALS	14.37
	BLANK PARK ZOO	HILLS BANK TODDLER PROGRAM	151.02
	SCHOLASTIC	BOOKS	356.25
	SITLER'S SUPPLIES INC.	LED REPLACEMENTS	5,150.00
	VISA	BOOKS AND POSTAGE	12.71
		<b>TOTAL</b>	<b>5,684.35</b>
<b>WATER PLANT</b>	ACE-N-MORE	SUPPLIES	6.99
	ACE-N-MORE	SUPPLIES	58.75
	ALLIANT ENERGY	ALLIANT ENERGY	9,836.82
	COBB OIL CO, INC.	FUEL	98.90
	STATE HYGIENIC LAB	TESTING	179.00



	VERIZON WIRELESS	WIRELESS SERVICE	52.05
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	55.73
		<b>TOTAL</b>	<b>10,288.24</b>
<b>WATER DIST</b>	ACE-N-MORE	SUPPLIES	182.45
	ALLIANT ENERGY	ALLIANT ENERGY	288.44
	COBB OIL CO, INC.	FUEL	653.00
	VERIZON WIRELESS	WIRELESS SERVICE	129.09
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	90.83
		<b>TOTAL</b>	<b>1,343.81</b>
<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	699.91
	ATCO INTERNATIONAL	CHEMICALS	369.00
	COBB OIL CO, INC.	FUEL	200.82
	DOGGETT, FRED	MEAL REIMBURSEMENT	43.00
	ENVIRONMENTAL RESOURCE ASSOCIATES	LAB-AUDIT SAMPLES	178.46
	VERIZON WIRELESS	WIRELESS SERVICE	183.28
	VISA	MEMBERSHIP , CONF, MEALS &	453.18
	WASHINGTON LUMBER	FAUCET	106.28
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	249.58
		<b>TOTAL</b>	<b>2,483.51</b>
<b>SEWER COLLECT</b>	ACE-N-MORE	SUPPLIES	114.31
	ALLIANT ENERGY	ALLIANT ENERGY	844.18
	COBB OIL CO, INC.	FUEL	449.40
	VERIZON WIRELESS	WIRELESS SERVICE	117.26
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	90.84
		<b>TOTAL</b>	<b>1,615.99</b>
<b>ANIMAL CONTROL</b>	TOWN & COUNTRY VET CLINIC	MEDS FOR ANIMAL	19.06
		<b>TOTAL</b>	<b>19.06</b>
<b>SANITATION</b>	WEMIGA WASTE INC.	MARCH SERVICE	3,500.00
		<b>TOTAL</b>	<b>3,500.00</b>
		<b>TOTAL</b>	<b>76,125.58</b>

**CITY OF WASHINGTON, IA  
VISA Card Charges - 2017**

**CLAIMS REPORT 04/18/2017**

DESCRIPTION	AMOUNT	DATE	AMOUNT
<b>POLICE</b>			
WPY*WWW.BRIDGEGWATERSOFTWARE - WINDOWS 10 PRO HANSEN DESKTOP	49.99		9.95
SOFTWAREAENC - MICROSOFT OFFICE 2016 FOR HANSEN DESKTOP	75.92		30.67
L-TRON CORP - PRINTER FOR SQUAD CAR	369.31		39.95
MCACFE INSTITUTE - GOODMAN TRAINING - CERTIFIED SOCIAL MEDIA INTELLIGENCE EXPERT	720.00		200.00
DRP*WWW.SHAREIT.INFO - PROGRAM TO EXTRAC METADATE INFO FROM MISC SOURCES - CYBER INVEST	29.00		
I.R.I.S. - PROGRAM FOR SCANNER GENERATE COMPUTER FORMS ELECTRONIC	99.00		
SOFTWAREAENC - MICROSOFT OFFICE 2016 FOR HANSEN	75.92		
	<b>1,419.14</b>		

**LIBRARY/LIBRARY GIFT**

ENDICIA FEES - POSTAGE FEE  
WALMART - TAB PROGRAM SUPPLIES  
SOVEREIGN MEDIA - YA SUBSCRIPTION  
USPS POSTAGE - POSTAGE

DESCRIPTION	AMOUNT	DATE	AMOUNT
<b>SEWER PLANT</b>			
WEF WYTHE - WEF MEMBERSHIP RENEWAL - FRED	95.00		379.99
WALMART - LAB SUPPLIES	59.93		
JERSERY'S PUB AND GRUB - MEALS FOR FRED AND JASON WHILE AT CONT EDUCATION	23.25		
IOWA SECTION A/W/A - CONFERENCE FEES FOR FRED	220.00		
KIRKWOOD CONTINUING EDUCATION - EXAM PREP FOR PARKER	55.00		
	<b>453.18</b>		

**ROAD USE**

ORSCHENS - TOOL BOX FOR OLD FIRE BRUSH TRUCK

DESCRIPTION	AMOUNT	DATE	AMOUNT
<b>DEVELOP SERV</b>			
IAEI - CODE BOOK	23.00		102.03
	<b>23.00</b>		

**CEMETERY**

JACK SMALL ENGINES - MOWER BLADES

DESCRIPTION	AMOUNT	DATE	AMOUNT
<b>PARK</b>			
CHICK-FIL-A - MEAL FOR NICK WHILE AT CHAINSAW SAFETY CLASS	9.51		-
	<b>9.51</b>		

CITY OF WASHINGTON  
MONTH TO DATE TREASURERS REPORT  
MARCH 31, 2017

FUND	3/1/2017	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	3/31/2017
	BEGINNING CASH BALANCE					ENDING CASH BALANCE
001-GENERAL FUND	815,664.57	122,187.98	-	228,771.85	-	709,080.70
002-AIRPORT FUND	243,374.79	32,426.65	-	27,571.68	-	248,229.76
010-CHAMBER REIMBURSEMENT	(5.68)	5,362.39	-	4,726.73	-	629.98
011-MAIN STREET REIMBURSEMENT	296.01	4,253.07	-	3,293.38	-	1,255.70
012-WEDG REIMBURSEMENT	(573.63)	-	-	5,539.60	-	(6,113.23)
110-ROAD USE	818,867.06	74,073.18	-	106,884.44	-	786,055.80
112-EMPLOYEE BENEFITS	-	16,576.57	-	16,576.57	-	-
114-EMERGENCY LEVY	-	1,477.06	-	1,477.06	-	-
121-LOCAL OPTION SALES TAX	-	57,398.86	-	57,398.86	-	-
129-SC RES UR	1,144.07	824.76	-	-	-	1,968.83
132-UNIF COMM UR - EBD	16,049.89	-	-	-	-	16,049.89
134-DOWNTOWN COMM UR	1,428.22	-	-	-	-	1,428.22
145-HOUSING REHABILITATION	41,512.80	-	-	302.00	-	41,210.80
146-LMI TIF SET-ASIDE	62,756.80	-	-	-	-	62,756.80
200-DEBT SERVICE	404,639.71	21,689.07	-	-	-	426,328.78
300-CAPITAL EQUIPMENT	123,413.15	19,403.78	-	13,822.37	-	128,994.56
301-CAPITAL PROJECTS FUND	83,255.21	57,553.81	-	95,644.74	-	45,164.28
305-RIVERBOAT FOUND CAP PROJ	187,308.34	103,664.01	-	-	-	290,972.35
308-INDUSTRIAL DEVELOPMENT	41,045.72	8.41	-	-	-	41,054.13
309-MUNICIPAL BUILDING	622,718.33	-	-	4,178.00	-	618,540.33
310-WELLNESS PARK	25,569.41	18,919.20	-	-	-	44,488.61
311-SIDEWALK REPAIR & REPLACE	45,706.63	-	-	-	-	45,706.63
312-TREE REMOVAL & REPLACE	1,994.67	30,000.00	-	2,815.00	-	29,179.67
510-MUNICIPAL BAND	1,018.70	-	-	-	-	1,018.70
520-DOG PARK	4,740.85	-	-	-	-	4,740.85
530-TREE COMMITTEE	6,368.81	5,320.00	-	612.09	-	11,076.72
540-POLICE FORFEITURE	863.89	71.10	-	-	-	934.99
545-SAFETY FUND	400.00	-	-	-	-	400.00
550-PARK GIFT	151,328.90	5.48	-	-	-	151,334.38
570-LIBRARY GIFT	30,129.53	195.00	-	266.58	-	30,057.95
580-CEMETERY GIFT	16,380.00	-	-	-	-	16,380.00
590-CABLE COMMISSION	8,761.14	-	-	-	-	8,761.14
600-WATER UTILITY	1,179,554.88	132,074.39	-	163,473.81	-	1,148,155.46
601-WATER DEPOSIT FUND	23,215.00	3,150.00	-	1,500.00	-	24,865.00
603-WATER CAPITAL PROJECTS	-	150,360.40	-	150,360.40	-	-
610-SANITARY SEWER	1,139,327.42	173,741.98	-	376,222.73	-	936,846.67
613-SEWER CAPITAL PROJECTS	2,130.51	300,000.00	-	19,635.88	-	282,494.63
670-SANITATION	165,225.47	33,613.24	-	35,665.77	-	163,172.94
910-LIBRARY TRUST	218,914.31	44.88	-	-	-	218,959.19
950-SELF INSURANCE	169,672.93	1,584.43	-	6,869.04	-	164,388.32
951-UNEMPLOYMENT SELF INS	8,579.02	479.06	-	-	-	9,058.08
<b>TOTAL BALANCE</b>	<b>6,662,777.43</b>	<b>1,366,458.76</b>	<b>-</b>	<b>1,323,608.58</b>	<b>-</b>	<b>6,705,627.61</b>

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	707,466.99 (1)	0.01%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,206.84	0.01%
Investment in IPAIT	1,996,254.45	0.01%
Wash St Bank - Library Acct	167,848.28	0.01%
Wash St - Farm Mgmt Acct	73,391.85	
Wash St Bank - CD - 1/9/13 - renewed	500,000.00	0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00	0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	0.85%
CBI Bank & Trust - CD - 10/8/2015	503,109.20	0.62%
Wash St Bank - CD 02/23/2017	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
<b>TOTAL CASH IN BANK</b>	<b>6,705,627.61</b>	

(1) Washington State Bank	758,548.09
Outstanding Deposits & Checks	(51,081.10)
	<u>707,466.99</u>

CITY OF WASHINGTON  
YEAR TO DATE TREASURERS REPORT  
MARCH 31, 2017

FUND	7/1/2016 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	3/31/2017 ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	2,324,632.49	-	2,615,551.79	-	709,080.70
002-AIRPORT FUND	225,517.92	237,121.21	-	214,409.37	-	248,229.76
010-CHAMBER REIMBURSEMENT	1,054.05	41,831.21	-	42,255.28	-	629.98
011-MAIN STREET REIMBURSMENT	632.45	36,857.48	-	36,234.23	-	1,255.70
012-WEDG REIMBURSEMENT	-	52,227.11	-	58,340.34	-	(6,113.23)
110-ROAD USE	810,566.76	765,901.98	-	790,412.94	-	786,055.80
112-EMPLOYEE BENEFITS	-	387,211.71	-	387,211.71	-	-
114-EMERGENCY LEVY	-	33,535.32	-	33,535.32	-	-
121-LOCAL OPTION SALES TAX	-	603,233.51	-	603,233.51	-	-
125-UNIF COMM UR-NE IND	-	27,064.77	-	27,064.77	-	-
129-SC RES UR	-	18,062.62	-	16,093.79	-	1,968.83
132-UNIF COMM UR - EBD	-	17,608.64	-	1,558.75	-	16,049.89
133-UNIF COMM UR-IRE	-	32,563.47	-	32,563.47	-	-
134-DOWNTOWN COMM UR	629.22	6,145.38	-	5,346.38	-	1,428.22
145-HOUSING REHABILITATION	51,031.80	-	-	9,821.00	-	41,210.80
146-LMI TIF SET-ASIDE	56,983.87	5,772.93	-	-	-	62,756.80
200-DEBT SERVICE	4,963.94	530,864.92	-	109,500.08	-	426,328.78
300-CAPITAL EQUIPMENT	291,396.04	19,518.38	-	181,919.86	-	128,994.56
301-CAPITAL PROJECTS FUND	718,877.81	1,986,914.24	-	2,660,627.77	-	45,164.28
305-RIVERBOAT FOUND CAP PROJ	94,827.75	306,144.60	-	110,000.00	-	290,972.35
308-INDUSTRIAL DEVELOPMENT	478,750.29	84,175.43	-	521,871.59	-	41,054.13
309-MUNICIPAL BUILDING	626,831.76	64.57	-	8,356.00	-	618,540.33
310-WELLNESS PARK	25,569.41	18,919.20	-	-	-	44,488.61
311-SIDEWALK REPAIR & REPLACE	63,332.31	-	-	17,625.68	-	45,706.63
312-TREE REMOVAL & REPLACE	15,000.00	30,000.00	-	15,820.33	-	29,179.67
510-MUNICIPAL BAND	1,018.70	-	-	-	-	1,018.70
520-DOG PARK	4,420.76	477.00	-	156.91	-	4,740.85
530-TREE COMMITTEE	7,458.99	11,370.00	-	7,752.27	-	11,076.72
540-POLICE FORFEITURE	486.75	448.24	-	-	-	934.99
545-SAFETY FUND	700.00	-	-	300.00	-	400.00
550-PARK GIFT	149,393.47	3,524.95	-	1,584.04	-	151,334.38
570-LIBRARY GIFT	26,542.94	9,686.63	-	6,171.62	-	30,057.95
580-CEMETERY GIFT	43,572.06	-	-	27,192.06	-	16,380.00
590-CABLE COMMISSION	8,761.14	-	-	-	-	8,761.14
600-WATER UTILITY	1,142,357.16	1,308,340.29	-	1,302,541.99	-	1,148,155.46
601-WATER DEPOSIT FUND	20,740.00	17,100.00	-	12,975.00	-	24,865.00
603-WATER CAPITAL PROJECTS	-	779,217.44	-	779,217.44	-	-
610-SANITARY SEWER	680,392.61	1,605,426.30	-	1,348,972.24	-	936,846.67
612-SEWER SINKING	-	234,345.00	-	234,345.00	-	-
613-SEWER CAPITAL PROJECTS	207,445.04	300,000.00	-	224,950.41	-	282,494.63
670-SANITATION	126,556.87	354,658.20	-	318,042.13	-	163,172.94
910-LIBRARY TRUST	218,673.55	285.64	-	-	-	218,959.19
950-SELF INSURANCE	175,016.97	41,773.87	-	52,402.52	-	164,388.32
951-UNEMPLOYMENT SELF INS	109.67	11,190.41	-	2,242.00	-	9,058.08
<b>TOTAL BALANCE</b>	<b>7,279,612.06</b>	<b>12,244,215.14</b>	<b>-</b>	<b>12,818,199.59</b>	<b>-</b>	<b>6,705,627.61</b>

**Cash in Bank - Pooled Cash**

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	707,466.99 (1)	0.01%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	257,206.84	0.01%
Investment in IPAIT	1,996,254.45	0.01%
Wash St Bank - Library Acct	167,848.28	0.01%
Wash St - Farm Mgmt Acct	73,391.85	
Wash St Bank - CD - 1/9/13 - renewed	500,000.00	0.75%
Wash St Bank - CD - 8/8/2014 - renewed	500,000.00	0.60%
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	0.70%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	0.85%
CBI Bank & Trust - CD - 10/8/2015	503,109.20	0.62%
Wash St Bank - CD 02/23/2017	500,000.00	1.25%
Wash St Bank - CD 03/09/2017	500,000.00	1.25%
<b>TOTAL CASH IN BANK</b>	<b>6,705,627.61</b>	

(1) Washington State Bank	758,548.09
Outstanding Deposits & Checks	(51,081.10)
	<u>707,466.99</u>



205 West Main Street • Washington, IA 52353 • (319) 653-3918 • Fax (888) 833-3529

April 13, 2017

City of Washington  
Washington City Council  
215 E Washington Street  
Washington, IA 52353

Dear Council Members,

Last summer Main Street Washington had a successful year two of Movies on Main Street. We saw a great response from the community and would like to continue this summer with year 3.

We are requesting permission to use Central Square Park & the Bandstand to show movies on the first Fridays of June, July, and August. We have consulted the community calendar to avoid conflicts and selected films that will not compete with our beautiful State Theatre's line-up of first-run movies. This year we will begin June 2<sup>nd</sup> followed by July 7<sup>th</sup>, and August 4<sup>th</sup>. We have a great list of potential films picked out and are awaiting your permission to move forward.

In our due diligence, we have investigated and will continue our liability insurance under Main Street's event policy for each of the evenings and have obtained proper licensing to show the family-friendly movies.

We also will do the following to maintain the park and protect the general public:

- Display cross walk standards (as is done during farmer's markets)
- Remove all trash & recycling produced at the event properly.
- Consult with Environmental Health & comply with food service rules through our concession stand.

As inclement weather is always a threat with any outdoor event, we would seek permission to choose a rain date for the films at our own discretion, if the need arises.

Thank you so much,

A handwritten signature in black ink that reads "Sarah".

Sarah Grunewaldt, Executive Director  
Main Street Washington

2017  
Chamber Board



**Michelle Redlinger**  
*Executive Director*

**Maureen Howard**  
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**Sarah Grunewaldt**  
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Ex-Officio

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April 12, 2017

Washington City Council,

The Chamber of Commerce is excited to be hosting the Summer Classic, June 1-June 4, which includes 4 days of events to kick off summer in Washington. The Summer Classic will highlight all that we love about the community and Iowa summers.

The activities that will be offered as part of this year's schedule will be very similar to last year, with a few minor changes. We look forward to hosting this summer kickoff for years to come, and thank you for your continued support.

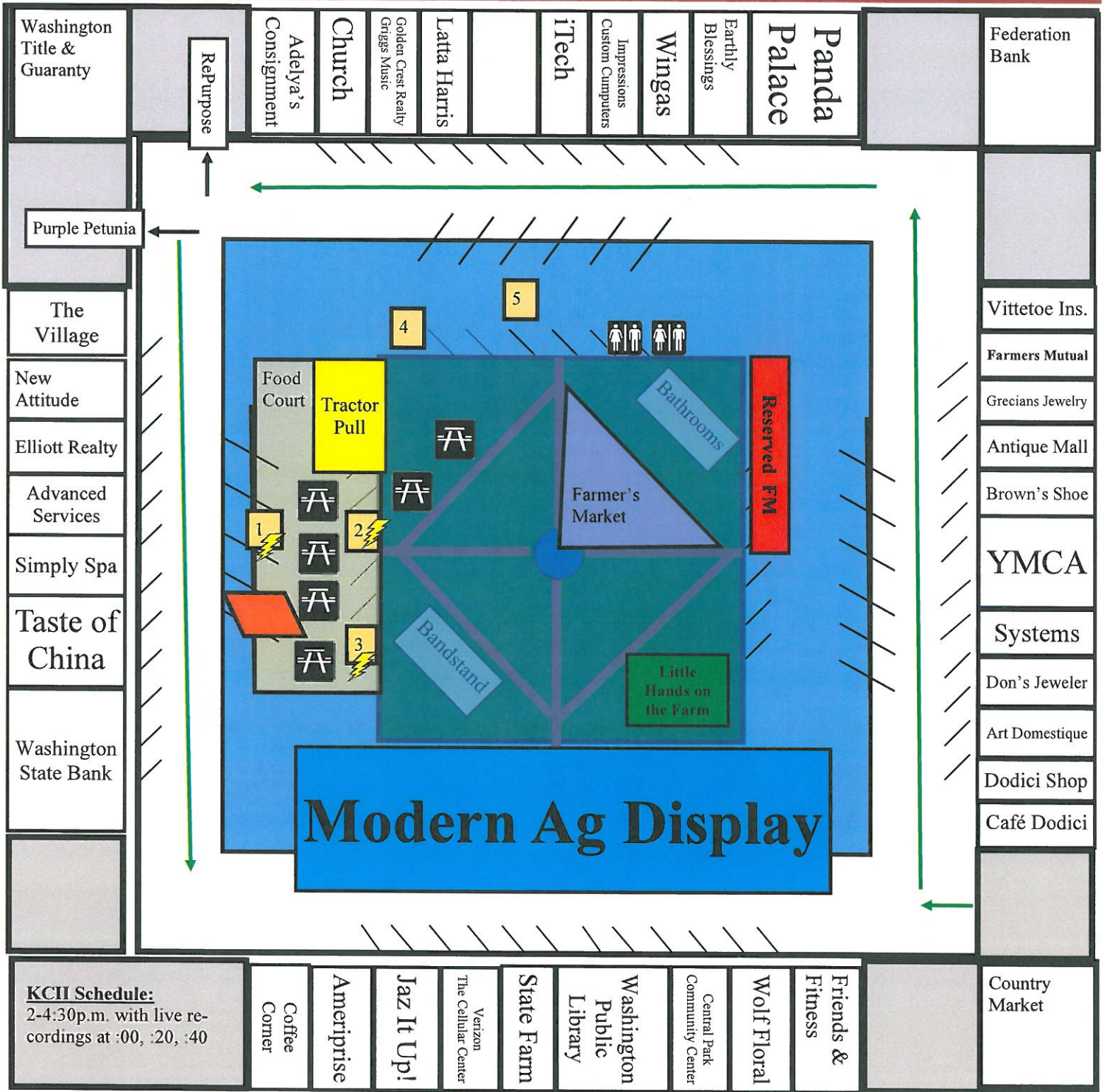
Attached in the packet you will find the maps listing all requested street closures. We will have food, two parades, family games, and the concerts at the airport. Thank you for your time and consideration. Please let us know if you have any questions.

A handwritten signature in black ink that reads 'Michelle Redlinger'.

Michelle Redlinger  
Executive Director

O (319) 653-3272 • F (888) 833-3529 • [michelle@washingtoniowa.org](mailto:michelle@washingtoniowa.org)

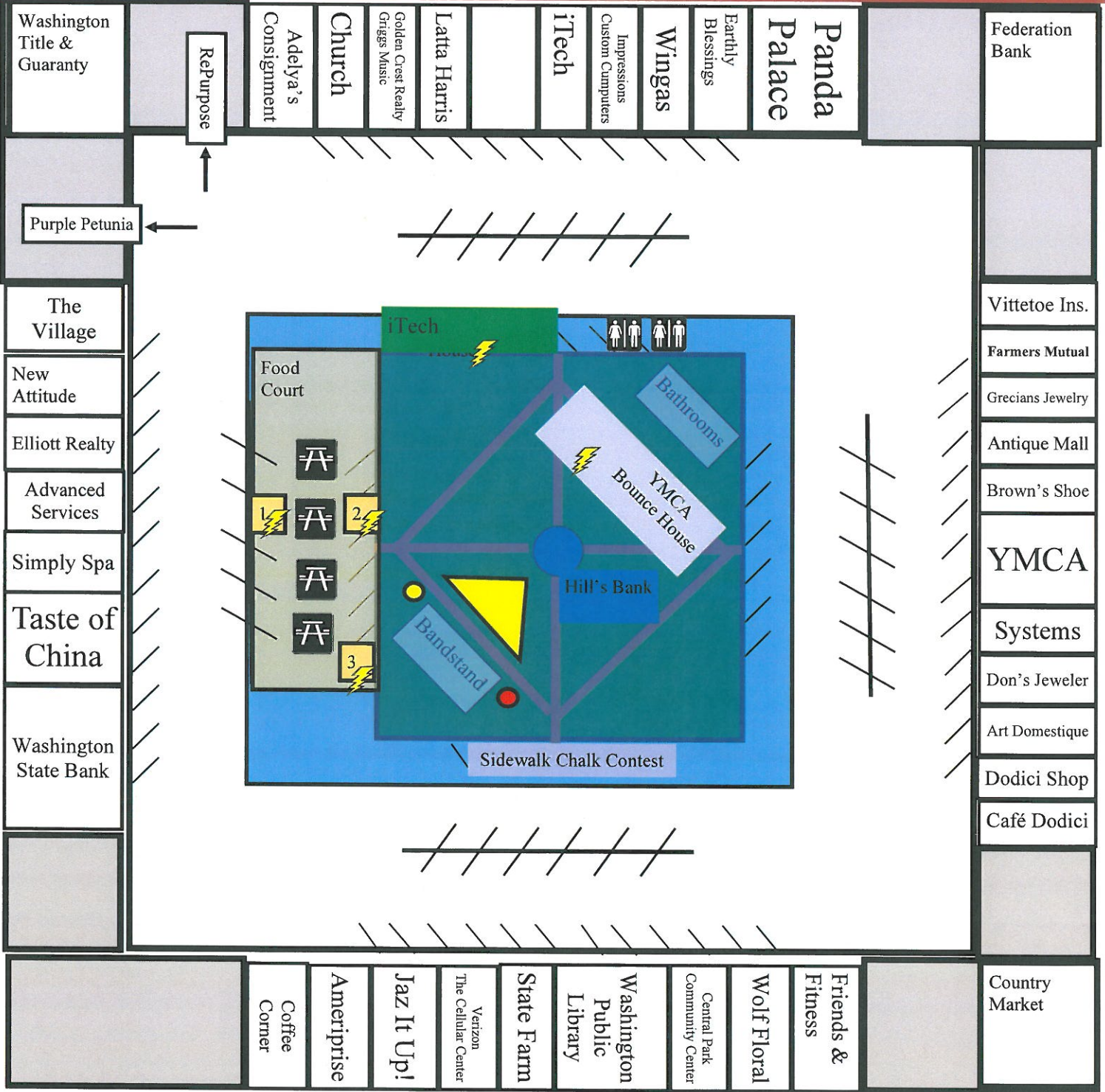




<b>Pedestrian Zone: Thurs—Sun</b>	<b>Tractor Pull</b>	1 Cheryl's Ice Cream	4 Pork Producers
<b>Food Court: Thurs—Sun</b>	<b>Farmer's Market</b>	2 Hy-Vee	5 Beef Producers
<b>Info Booth—not in 2016</b>	<b>Reserved load/unload FM</b>	3 KCII	
<b>Bathrooms</b>	<b>Modern Ag Display</b>	<b>Tractor Parade Route</b> →	
<b>Electricity</b>	<b>Little Hands on the Farm</b>	<b>Municipal Band Trailer</b>	

**Bandstand Schedule**  
 5:15pm Mike Whittaker/Usual Suspects  
 6:30pm Catfish Keith  
 8pm Municipal Band  
 Sound Contact: Dean Kurtz 461-7132





<b>Pedestrian Zone: Thursday– Sunday</b>
<b>Food Court: Thursday—Sunday</b>
<b>YMCA Bounce House Activities</b>
<b>Children Activities</b>
<b>Sidewalk Chalk Contest</b>

<b>Hill's Bank Activities</b>
<b>iTech Bounce House</b>
Info Booth—not in 2016
Bathrooms
Electricity

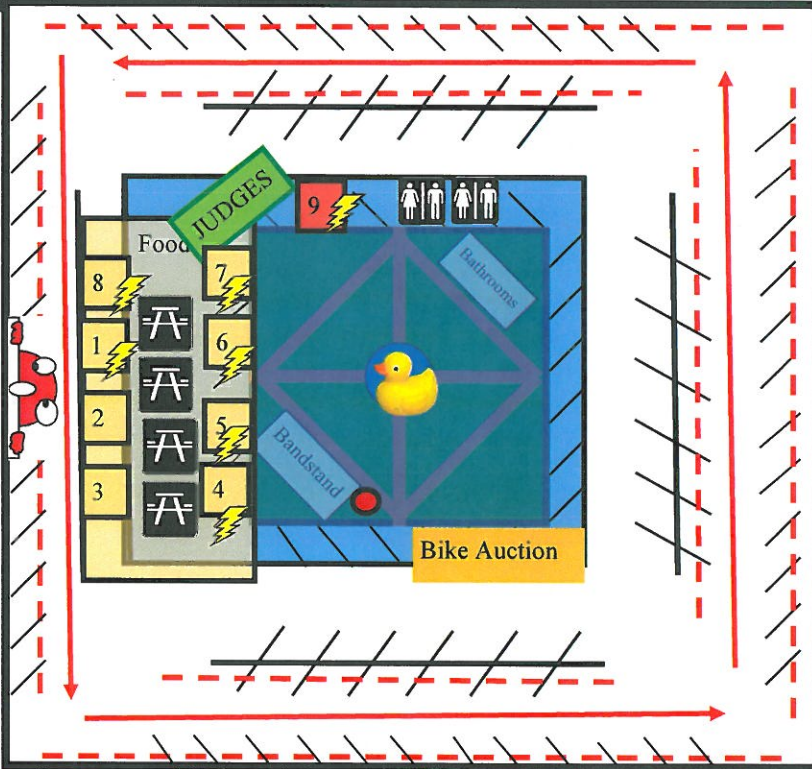
**KCII Schedule**  
11-4p.m. with live recordings at :00, :20, :40

**Bandstand Schedule**  
12pm Joy of Music  
4pm Blue Cat Alley  
5:30pm Southeast Iowa Acoustic  
7pm CITYPOINT MUSIC  
8:30pm Movies on Main Street  
Sound Contact: Dean Kurtz 461-7132

- 1 Cheryl's Ice Cream
- 2 Hy-Vee
- 3 KCII

Washington Title & Guaranty	RePurpose	Adelya's Consignment	Church	Golden Crest Realty Origgs Music	Latta Harris	Paparazzi Jewelry	iTech	Impressions Custom Computers	Wingas	Earthy Blessings	Home Decor	Panda Palace	Federation Bank
Purple Petunia									Relay For Life				

The Village	The Village
New Attitude	
Elliott Realty	
Advanced Services	
Simply Spa	Simply Spa
Taste of China	
Washington State Bank	



	Vittetoe Ins.
	Farmers Mutual
	Grecians Jewelry
	Antique Mall
Shoe Discounts	Brown's Shoe
	YMCA
	Systems
	Don's Jeweler
	Art Domestique
LETs Center	Dodici Shop
	Café Dodici

**KCII Schedule**  
9-3p.m. with live recordings at :00, :20, :40

Jilly	Discounted Clothing		Mystic Creations	Library Booth	Wolf Floral
Coffee Corner	Ameriprise	Jaz It Up!	Verizon The Cellular Center	State Farm	Washington Public Library
				Central Park Community Center	Wolf Floral
					Friends & Fitness

Country Market

- Pedestrian Zone: Thursday– Sunday**
- Food Court: Thursday–Sunday**
- Open/ Sales**
- JUDGES**
- Bike Auction**

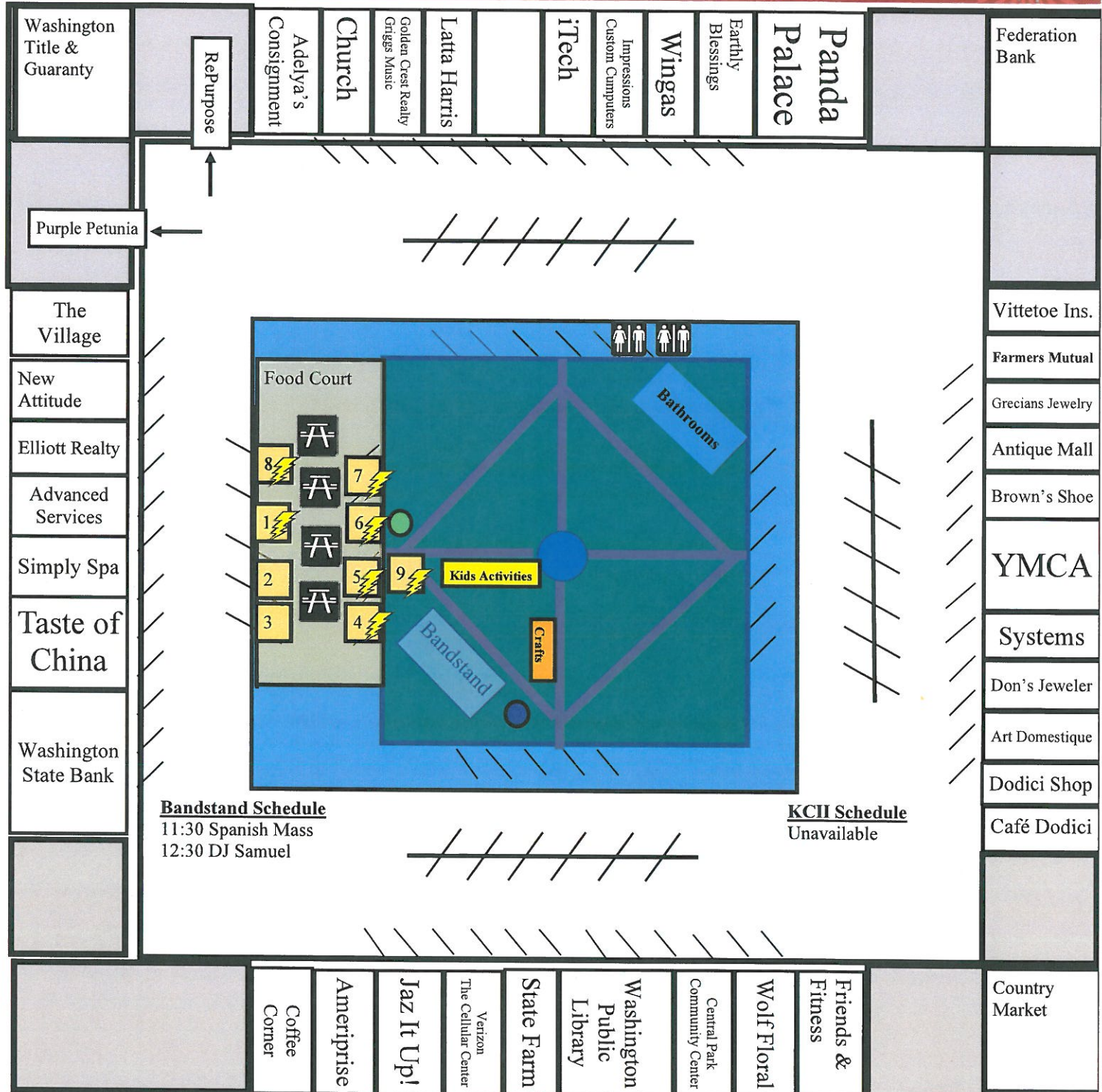
Bathrooms

Electricity

**Bandstand Schedule**  
10am Princess Contest  
10am Superhero Contest  
11am Minute To Win It  
Noon: Ducks in FOUNTAIN  
12:30pm Fairview Zoological

- 1 Cheryl's Ice Cream
- 2 Gabriela
- 3 Alberto Guzman
- 4 KCII
- 5 Lugo's Popcorn
- 6 Hy-Vee
- 7 St James
- 8 Stone Wall Brick
- 9 Virtual Reality

--- Closed Saturday 12pm—3pm for parade



**Bandstand Schedule**  
11:30 Spanish Mass  
12:30 DJ Samuel

**KCII Schedule**  
Unavailable

**Pedestrian Zone: Thursday– Sunday**

**Food Court: Thursday - Sunday**

Bathrooms

Info Booth—not in 2016

Electricity

Mexican Crafts

Pinatas

Community 1st Booth

Kids Activities

1 Cheryl's

2 Gabriela

3 Alberto Guzman

4 KCII

5 Take 2 Scene 2

6 Hy-Vee

7 St.James

8 Taco Express  
2 Spots

9 Cotton Candy

2017  
Chamber Board



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*Executive Director*

**Maureen Howard**  
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Engineered Building  
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WEDG  
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**Sarah Grunewaldt**  
Main Street  
Ex-Officio

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April 12, 2017

Washington City Council,

The Chamber of Commerce hosts a Volunteer Appreciate each year, with the exception of 2016 which got neglected due to hosting RAGBRAI.

We would like to offer this event to the community this year on May 23 from 4-6pm. We are partnering with the businesses located in our building to host a Volunteer Appreciation Bryson Block Party.

In order to host the hundreds of volunteers as well as the customers of our Bryson Block partners (The Village, Peoples Investments, possibly more) we are requesting to host seating, food and drink in the parking stalls nearest the sidewalk from The Village to Peoples Investments.

The parking stalls were blocked from the corner of Main Street to the Chamber in 2015 for a similar event that turned out well.

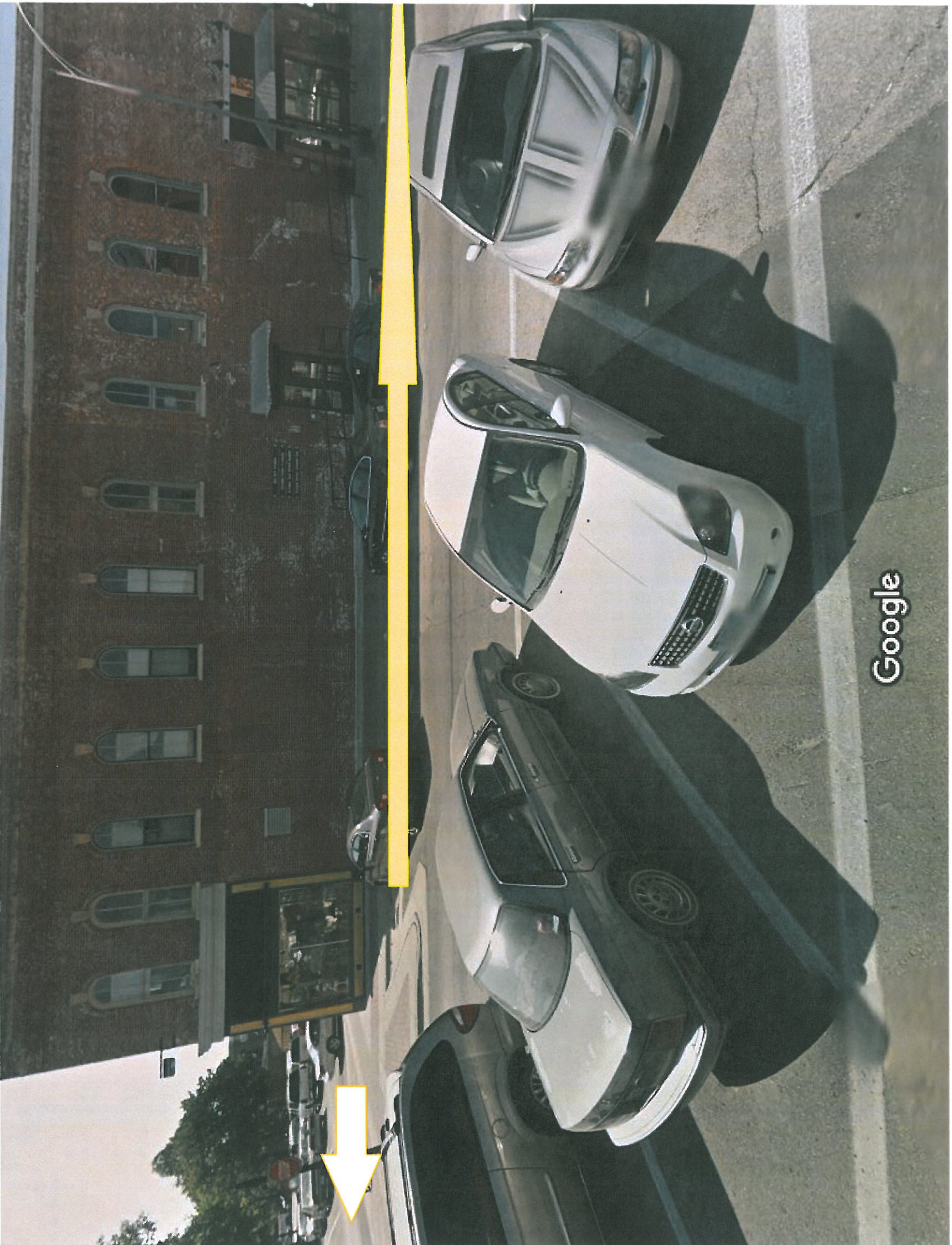
Please see the attached map for a visual of our request.

Thank you for your consideration,

A handwritten signature in cursive script that reads 'Michelle Redlinger'.

Michelle Redlinger  
Executive Director

O (319) 653-3272 • F (888) 833-3529 • [michelle@washingtoniowa.org](mailto:michelle@washingtoniowa.org)



Google

2017  
Chamber Board



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*Executive Director*

**Maureen Howard**  
*President*  
Immanuel Lutheran  
Church

**Jaron Rosien**  
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Main Street  
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April 12, 2017

Washington City Council,

The Chamber of Commerce would like to officially announce our intention to advocate for a hotel/motel tax for the City of Washington. A committee of volunteers have approached the Washington Chamber for assistance in coordinating this request, which we are happy to offer.

Identified as a City Goal in 2015, the hotel/motel tax would benefit the citizens and businesses of Washington by raising funds which will be used to promote the incredible assets our community treasures.

With the blessing of the City Council, the hotel/motel committee will begin advocating for this tax to be voted on August 1, 2017. We would like to return to City Council on May 16 to request a referendum to place this item on the ballot.

If there are any questions or concerns regarding this proposal, we would encourage you to express those at this time.

Thank you for your consideration,

A handwritten signature in black ink that reads 'Michelle Redlinger'.

Michelle Redlinger  
Executive Director

O (319) 653-3272 • F (888) 833-3529 • [michelle@washingtoniowa.org](mailto:michelle@washingtoniowa.org)

Blissed Out Movement Yoga Studio requests permission the use of Central Park on Wednesday, June 21, 2017. We plan on offering a fund raising event the entire day for Alzheimers, also known as "The Longest Day". We would like to offer various classes throughout the day for donations. We will possibly ask other businesses to join in on the event. But don't plan on needing parking blocked off.

Request from Melissa Turner.

JOB #	ADDRESS	Ward	Complainant	Nuisance/Complaint/Concern	Complaint Date	Warning Date	Method of Warning	Clean up deadline	Pics	Action/Results	City Official	Status
	<b>MARCH 2017</b>											
1	901 S Ave B	4	citizen	car truck and trailer on grass in yard and behind garage	2-Mar	2-Mar	letter	20-Mar	*		MH	CLOSED
2	716 N 5th Ave	2	citizen	2 cars on grass behind garage	2-Mar	2-Mar	letter	20-Mar	*		MH	CLOSED
3	1212 E 2nd St.	2	city	recycler-junk on front porch	2-Mar	2-Mar	letter	20-Mar	*		MH	CLOSED
4	421 S 3rd Ave	3	city	brush piles in front and rear yard	6-Mar	6-Mar	letter	20-Mar		3-13-17 letter to landlord cleanup DL 3-22-17	MH	CLOSED
5	422 S 3rd Ave	3	city	trash bags behind house	6-Mar	6-Mar	hanger	13-Mar			MH	CLOSED
6	514 S 3rd Ave	3	city	couch at curb	6-Mar	6-Mar	hanger				MH	CLOSED
7	202 E Main St	2	city	mattress at curb	6-Mar	6-Mar	hanger				MH	CLOSED
8	202 E Main St	2	city	TV at curb	6-Mar	6-Mar	hanger				MH	CLOSED
9	202 E Main St	2	city	trash bags at curb no stickers	6-Mar	6-Mar	hanger	9-Mar			MH	CLOSED
10	733 E 2nd St	2	city	trash bags behind house	6-Mar	6-Mar	hanger	9-Mar			MH	CLOSED
11	741 E 2nd St	2	city	mattress behind garage	6-Mar	6-Mar	hanger	13-Mar	*	4/3/17-Owner called,will get the TV off the porch.(SED)	MH	CLOSED
12	718 E Main St	2	city	tv on front porch	6-Mar	6-Mar	letter	15-Mar			MH	CLOSED
13	602 E Madison	3	city	washer and dryer by house	6-Mar	6-Mar	hanger	13-Mar			MH	CLOSED
14	602 E Madison	2	city	trash bags by house	6-Mar	6-Mar	hanger	8-Mar			MH	CLOSED
15	914 E 2nd St	2	city	recliner in front yard	7-Mar	7-Mar	letter	20-Mar	*		MH	CLOSED
16	602 E 2nd St	2	city	trash bags by front porch	7-Mar	7-Mar	hanger	20-Mar			MH	CLOSED
17	824 S 12th Ave	3	city	trash bags by garage	8-Mar	8-Mar	hanger	10-Mar			MH	CLOSED
18	525 S Ave C	4	city	couch at curb	8-Mar	8-Mar	hanger	15-Mar	*		MH	CLOSED
19	739 S Iowa Ave	4	city	car on grass	8-Mar	8-Mar	hanger	17-Mar	*		MH	CLOSED
20	730 S 2nd Ave	4	city	car on grass	9-Mar	9-Mar	letter	20-Mar	*		MH	CLOSED
21	730 S 2nd Ave	4	city	brush-leaf pile rear yard	9-Mar	9-Mar	letter	20-Mar	*		MH	CLOSED
22	914 E 3rd St	2	city	trash bags by house	9-Mar	9-Mar	hanger	13-Mar			MH	CLOSED
23	925 E 3rd St	2	city	trash bags by house	9-Mar	9-Mar	hanger	13-Mar	*		MH	CLOSED
24	1402 N Iowa Ave	1	city	inoperable car in driveway-4 flat tires exp license	9-Mar	9-Mar	letter	22-Mar	*		MH	CLOSED
25	803 S 3rd Ave	4	city	car on grass	9-Mar	9-Mar	letter	29-Mar	*		MH	CLOSED
26	508 N Iowa	1	citizen	trash-north end of house by pine trees-blowing all over	13-Mar	13-Mar	hanger	15-Mar			MH	CLOSED
27	325 E Madison	3	city	TV at curb	13-Mar	13-Mar	hanger				MH	CLOSED
28	716 S 7th Ave	3	city	cabinet at curb	13-Mar	13-Mar	letter	29-Mar	*		MH	CLOSED
29	803 N 7th Ave	2	city	cabinet on porch trash rear yard	13-Mar	13-Mar	letter	29-Mar	*		MH	CLOSED
30	910 E Madison St	3	city	trash bags on patio	15-Mar	15-Mar	letter	22-Mar	*		MH	CLOSED
31	527 S Ave B	4	city	leaf bags by house	16-Mar	20-Mar	letter	31-Mar	*		MH	CLOSED
32	702 N 4th Ave	2	city	tree limbs in yard	20-Mar	20-Mar	letter		*		MH	CLOSED
33	325 E Main St	2	city	trash bags by rear steps	22-Mar	22-Mar	hanger	24-Mar	*		MH	CLOSED
34	317 E Main St	2	city	trash bags by porch	22-Mar	22-Mar	hanger	24-Mar	*		MH	CLOSED
35	1002 N 7th Ave	2	city	tv by street	22-Mar	22-Mar	hanger	29-Mar			MH	CLOSED
36	308 E Monroe St	4	city	trash bags by curb no stickers	22-Mar	22-Mar	hanger	24-Mar			MH	CLOSED
37	1609 N 5th Ave	2	city	spring cleanup stuff at curb	23-Mar	23-Mar	hanger	24-Mar			MH	CLOSED
38	1201 E 2nd St	2	city	many trash bags by garage	28-Mar	28-Mar	hanger	30-Mar	*		MH	CLOSED
39	709 N Marion Ave	1	city	trash bags by front porch	27-Mar	27-Mar	hanger	29-Mar	*	Luke's to abate 4-3-17	MH	ABATED
40	408 N 12th Ave	2	citizens	pumping water onto street	27-Mar	27-Mar	verbal				MH	CLOSED
41	514 N Ave D	1	city	couch in rear yard	27-Mar	27-Mar	hanger	3-Apr			MH	CLOSED
42	702 N 4th Ave	2	city	trash bags by rear steps	27-Mar	27-Mar	hanger	29-Mar			MH	CLOSED
43	1014 N 5th Ave	2	city	trash bags and tires in driveway	27-Mar	27-Mar	letter	17-Apr	*		MH	CLOSED
44	621 W 2nd St.	1	citizen	huge pile of trash tenants left on ROW	23-Mar	28-Mar	call	ASAP		Talked to Delores last week. Talked to Gene this morning Gave trash hauler number in Mt. Pleasant	SED	CLOSED
45	603 S Ave B	4	city	Car seats television sets indoor furniture by drive	28-Mar	28-Mar	letter	11-Apr	*		MH	CLOSED
46	323 E 3rd St	2	city	pile of trash bags by front porch	28-Mar	28-Mar	hanger	30-Mar		3-30-17 Lukes to abate	MH	ABATED
47	516 N 4th Ave	2	city	trash bags on front porch	28-Mar	28-Mar	hanger	30-Mar			MH	CLOSED
48	710 N Ave B	2	city	tires-junk appliances by garage-trailer on grass	29-Mar	29-Mar	letter	28-Apr			MH	open
49	1014 N 5th Ave.	2	city	dumpster in front yard. Using for trash, not construction	29-Mar	29-Mar	phone	14-Apr	*	Called Luke's Waste Management they will remove	MH	CLOSED
50	707 N 4th Ave.	2	city	cars-dolly on grass	29-Mar	29-Mar	letter				MH	CLOSED
51	513 S 8th Ave.	3	post office	dog poop in yard	29-Mar	29-Mar	letter	5-Apr		letter to landlord also	SED	CLOSED
52	518 S 8th Ave.	3	post office	dog poop in yard	29-Mar	29-Mar	letter	5-Apr			SED	CLOSED
53	702 S 9th Ave.	3	post office	dog poop in yard	29-Mar	29-Mar	letter	5-Apr			SED	CLOSED
54	910 E Madison St.	3	post office	dog poop in yard	29-Mar	29-Mar	letter	5-Apr			SED	CLOSED



Brent Hinson, City Administrator  
Sandra Johnson, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney



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

**FY 2016-2017 Budget**  
**Equipment Purchase Request**

**FOR ITEMS OVER \$5,000**

Item: New snow plow	Account: Road/Snow Removal
Cost: \$7000	Dept: M/C

Narrative/Justification: The M/C Dept. is requesting the use of leftover snow removal funds from the 2016/17 winter to mount a new snow plow on the the dump truck we purchased this winter. The original agreement when purchasing the dump truck was to remove the older Western Plow off the Unit 611 that was being replaced, and mount it in house onto the new truck. With the mild winter this winter we have a surplus in the salt fund, that would be a good opportunity to use some of those funds to replace this plow with a new one. In doing so, the older dump truck would be sold with the plow which should greatly increase the sale value of the dump truck. We would prefer to go with the BOSS unit, which is what we have mounted on the last three units. These plows are much more user friendly for hook up, and built better than the competition. We would like to keep the plows consistent, so we can have parts available in house for repairs. We thought this would be a good time to update the 20 year old plow, with a surplus at the end of the winter season. j

I would expect the auction of the GMC dump truck, with the snowplow, and an older salt spreader that only fits that truck, to bring between \$6000 and \$8000 dollars on Public Surplus. I think it is safe to say the truck will bring \$1500-\$2000 less without the plow.  
Thank You

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



**FUTURE LINE LLC**  
 5815 4th St SW  
 Cedar Rapids, IA 52404  
 P:(319) 730-3800  
 F:(319)-730-3805

**ESTIMATE**

**ESTIMATE#: S1-17189**  
 Date: 04-17-2017 10:05 am

**To :**

City Of Washington  
 Account # : A1949  
 215 East Washington Street  
 Washington, Iowa 52353

Ph# : (319) 653-6584  
 Fax# : (319)-653-5273

Qty.	Part Number	Description	Tech Each	Core	Total
-	LAB-LABOR	LABOR	-	-	\$ 85.00
-	LAB-LABOR	LABOR	-	-	\$ 85.00
1	BOS-STB04363	CURB GUARD KIT,10' STB,RH	\$ 79.600	\$ 0.00	\$ 79.60
1	BOS-STB04364	CURB GUARD KIT,10' STB,LH	\$ 79.600	\$ 0.00	\$ 79.60
1	BOS-MS17611	SNOW DEFLECTOR,10'	\$ 261.000	\$ 0.00	\$ 261.00
<b>Snow Plow : Subtotal</b>					<b>\$ 590.20</b>
-	LAB-LABOR	LABOR	-	-	\$ 475.00
1	BOS-STB07738	BLADE CRATE,10' STR BLD HEAVY DUTY	\$ 1735.180	\$ 0.00	\$ 1735.18
1	BOS-STB15050B	FLOW BOX 10' STRAIGHT BLADE	\$ 3108.100	\$ 0.00	\$ 3108.10
1	BOS-STB15103	CONTROL KIT RT3 W/SH2 STR SMARTTOUCH2.08	\$ 349.290	\$ 0.00	\$ 349.29
1	BOS-LTA06400	UC/RT3,10',F650-750 00-15/DURASTAR 02&UP	\$ 612.160	\$ 0.00	\$ 612.16
1	BOS-MS06428	LIGHT ADAPTER,DURA/TERRASTAR,06&UP,13PIN	\$ 85.700	\$ 0.00	\$ 85.70
<b>Boss Snow Plow: Subtotal</b>					<b>\$ 6365.43</b>
<b>NOTES : ALL MUNICIPAL DISCOUNTS APPLIED - CURB GUARDS AND DEFLECTOR ARE OPTIONAL</b>					

# QUOTE

Date: 2/28/2017  
 Invoice # 1711

Brozene Hydraulic Service  
 1400 Mt. Pleasant St.  
 Burlington IA, 52601  
 319-752-4017  
 Fax 319-754-7977  
 Mott2@mchsi.com

To  
 Tim Kleese  
 tkleese@washingtioniowa.net  
 319-653-1527

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	<i>Due Date</i>
Mike	Quote for Plow	QUOTE	

<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
1	10Ft Heavyweight Unimount <b>NOT INSTALLED</b> on 2002 International 4400	7000.00	6200.00
1	Municipal Discount for plow	(505.00)	(505.00)
<b>Subtotal</b>			5695.00
<b>Sales Tax</b>			Exempt
<b>Total</b>			5695.00

Quotation prepared by: Mike Ott \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: \_\_\_\_\_



**Thank you for your business!**

# QUOTE

Date: 2/28/2017  
 Invoice # 1710

Brozene Hydraulic Service  
 1400 Mt. Pleasant St.  
 Burlington IA, 52601  
 319-752-4017  
 Fax 319-754-7977  
 Mott2@mchsi.com

To  
 Tim Kleese  
 tkleese@washingtioniowa.net  
 319-653-1527

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	<i>Due Date</i>
Mike	Quote for Plow	QUOTE	

<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
1	10Ft Heavyweight Unimount Installed on 2002 International 4400	7000.00	6500.00
1	Municipal Discount for plow	(505.00)	(505.00)
<b>Subtotal</b>			5995.00
<b>Sales Tax</b>			Exempt
<b>Total</b>			5995.00

Quotation prepared by: Mike Ott \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: \_\_\_\_\_



**Thank you for your business!**



3941 Liberty Dr, Iowa City, Ia 52240  
 Phone # 319-338-0991 Fax # 319-338-4749

# Estimate

Date	Estimate #
3/1/2017	3177

<b>Name / Address</b>
City of Washington 215 East Washington Street Washington, Iowa 52353

LICENSE PLATE	MILEAGE/PO#	VEHICLE
		2002 INT 4400

Description	Qty	Rate	Total
Call Back: Tim Kleese @ 319-653-1527 E-Mail: tkleese@washingtioniowa.net  UHW10 10' HEAVY WEIGHT WESTERN SNOWPLOW ** TWO-SEASON WARRANTY ** - UNIMOUNT mounting system - Heavy-Duty blade, A-Frame & Quadrant - Blade Width: 10'0" - Blade Height: 33" - Weight: 1,227 lbs. - 7 ga. steel blade - Western blade guides - (6) Vertical Ribs - PRO-GUARD baked on powder finish - (6) Trip Springs - Adjustable cast iron steel disk - 1/2" x 6" high carbon ASHO steel cutting edge - (2) Hydraulic Shock absorbers - Low profile halogen light kit - Solenoid controlled ISARMATIC MARK IIIa power unit Power Angle Electric joystick control	1	6,546.00	6,546.00

Estimate amount honored for 30-Days from date of estimate.

<b>Subtotal</b>
<b>Sales Tax (0.0%)</b>
<b>Total</b>

Signature \_\_\_\_\_



3941 Liberty Dr, Iowa City, Ia 52240  
 Phone # 319-338-0991 Fax # 319-338-4749

# Estimate

Date	Estimate #
3/1/2017	3177

<b>Name / Address</b>
City of Washington 215 East Washington Street Washington, Iowa 52353

LICENSE PLATE	MILEAGE/PO#	VEHICLE
		2002 INT 4400

Description	Qty	Rate	Total
<b>** OPTIONS NOT INCLUDED IN PRICING **</b>			
- 43885 Curb Guard		ADD \$226.48	
- 60831 Rubber Cutting Edge		ADD \$693.12	
- 62124-1 Rubber Deflector		ADD \$255.36	
- 62849 Ballast Retainer Kit		ADD \$144.40	
- 99110 Unimount Emergency Parts Kit		ADD \$158.08	
MISC. MATERIALS (USED IN MOUNT FABRICATION)	1	300.00	300.00
SUBTOTAL PARTS			6,846.00
ASSEMBLY, INSTALLATION & FABRICATION OF SNOWPLOW MOUNT ON A 2002 INTERNATIONAL 4400.	12	85.00	1,020.00
SUBTOTAL LABOR			1,020.00
SUBTOTAL PARTS AND LABOR			7,866.00
<b>** ESTIMATED FREIGHT CHARGES OF \$500.00 - \$600.00 IF DELIVERY IS REQUIRED BEFORE "PRE-SEASON" ORDER **</b>			
<b>** "PRE-SEASON" DELIVERY DATE IS LATE MAY / FREIGHT CHARGES OF \$150.00 ON "PRE-SEASON" ORDER **</b>			

Estimate amount honored for 30-Days from date of estimate.

<b>Subtotal</b>	\$7,866.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$7,866.00

Signature \_\_\_\_\_

*Brent Hinson, City Administrator  
Sandra Johnson, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney*



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

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## **Memorandum**

April 12, 2017

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

From: Brent Hinson  
City Administrator

Re: Water Plant CDBG Contracts & Administrative Resolutions

We have a number of items needing attention related to the \$600,000 Community Development Block Grant (CDBG) we were recently awarded.

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

- 1) Grant Contract with Iowa Economic Development Authority
- 2) Contract with Simmering-Cory, Inc., our grant writer, to administer the CDBG process on our behalf.

The following items are required by CDBG administrative rules to be adopted. All of the policies are based on templates provided by Simmering-Cory and on their advice of resolution vs. simple motion:

- 1) Resolution Adopting Code of Conduct- required by the CDBG administrative rules to be adopted. As with the other policies to follow, these are based on templates provided by Simmering-Cory.
- 2) Resolution Adopting Procurement Policy- required by CDBG administrative rules.
- 3) Simple Motion on Equal Opportunity Policy Statement.
- 4) Simple Motion on Mayor's Proclamation Regarding a Policy on the Prohibition of the Use of Excessive Force.
- 5) Simple Motion on Affirmative Fair Housing Policy.
- 6) Simple Motion on Residential Anti-Displacement.

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

RECIPIENT: Washington  
CONTRACT NUMBER: 17-WS-014  
EFFECTIVE DATE: March 22, 2017  
AWARD AMOUNT: \$600,000  
END DATE: March 31, 2020

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority") and "Recipient", effective as of the date stated above.

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

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

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

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

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

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

ARTICLE 1  
DEFINITIONS

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

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



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

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

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

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

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

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

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

1.15 PROJECT. "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in [iowaGrants.gov](http://iowaGrants.gov) and approved by the Authority.

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

## ARTICLE 2 FUNDING

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

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

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

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

ARTICLE 3  
TERMS OF GRANT

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

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

3.3 LOCAL EFFORT REQUIREMENTS. The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 ADMINISTRATION. This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 SATISFACTORY PERFORMANCE. For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4  
PERFORMANCE TARGET ACHIEVEMENT

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

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

ARTICLE 5  
USE OF FUNDS

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

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

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

5.4 GENERAL ADMINISTRATIVE COST LIMITATIONS. Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 COST VARIATION.

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

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

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

ARTICLE 6  
CONDITIONS TO DISBURSEMENT OF FUNDS

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

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

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

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

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

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

6.6 CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

47 - Water Treatment Improvements

6.6(a) - DNR Approval - Construction Permit

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

6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

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

(b) SUBRECIPIENT AGREEMENT. The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and the identified agency.

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

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

#### ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF RECIPIENT

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

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

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

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

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

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

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

ARTICLE 8  
COVENANTS OF THE RECIPIENT

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

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

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

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

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

(c) RECORDS. The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

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

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

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

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

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

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

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments").

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

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

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

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

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

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

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

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as

amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

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

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

(xiv) Fair Labor Standards Act and implementing regulations.

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

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

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

(xviii) Drug-Free Workplace Act.

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

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

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

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

#### ARTICLE 9 DEFAULT AND REMEDIES

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

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

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

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

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

(e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs



for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

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

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

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

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

#### ARTICLE 10 INCORPORATED DOCUMENTS

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

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 18, 2016.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at [www.iowaeconomicdevelopment.com/Community/CDBG](http://www.iowaeconomicdevelopment.com/Community/CDBG).

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

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 18, 2016.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at [www.iowaeconomicdevelopment.com/Community/CDBG](http://www.iowaeconomicdevelopment.com/Community/CDBG).

#### ARTICLE 11 MISCELLANEOUS

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

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

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

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

Court for the Southern District of Iowa.

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

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

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

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

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

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

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

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

RECIPIENT: Washington

BY: \_\_\_\_\_  
Mayor  
Washington  
P.O. Box 516  
Washington, Iowa 52353

\_\_\_\_\_  
Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: \_\_\_\_\_  
Timothy R. Waddell, Division Administrator

## ATTACHMENT A

GENERAL PROVISIONS  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
October 18, 20161.0 AMENDMENT.

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

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

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

2.0 AUDIT REQUIREMENTS.

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

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

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

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

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

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

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the

corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

#### 8.0 TERMINATION.

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

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

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

#### 9.0 PROCEDURES UPON TERMINATION.

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

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

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

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

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

#### 12.0 CONFLICT OF INTEREST.

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

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

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

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

24 or any applicable law or regulation of the Department of Labor.

#### 14.0 CIVIL RIGHTS.

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

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

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

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

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

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

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

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

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

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

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

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

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

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

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

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

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

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

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

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

(j) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each

subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 POLITICAL ACTIVITY. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

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

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

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

## AGREEMENT FOR ADMINISTRATIVE SERVICES

**ARTICLE I.** This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Washington, hereinafter called the OWNER, and Local Government Professional Services, Inc., DBA Simmering-Cory, hereinafter called LGPS, WITNESSETH:

WHEREAS, the OWNER intends to construct improvements to the water treatment system as outlined in the 2017 Community Development Block Grant application approved by the Iowa Economic Development Authority, hereinafter called the PROJECT; and

WHEREAS, the OWNER has agreed with Iowa Economic Development Authority to perform all services outlined in and required by the Iowa Nonentitlement Community Development Block Grant Contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the OWNER desires to employ LGPS to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the Community Development Block Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

### **ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.**

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental and SHPO requirements.
- Necessary publications and forms required for Release of Funds.
- Required resolutions for procurement and code of conduct.
- State Contract negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the State Contract, but not including the audit report.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.
- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.
- Compliance with Fair Housing, Equal Opportunity, Excessive Force, RARA and Citizen Participation regulations.



- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition.
- Review of contracts and specs to ensure necessary Federal and State regulations are included.
- Requisition of grant funds and requisition of SRF loan funds.
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- Any additional administrative function as may be required or requested by the State.

The OWNER agrees to fulfill and take certain City Council action required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

**ARTICLE III. COMPENSATION.** The OWNER shall compensate LGPS for services outlined under ARTICLE II in an amount to not exceed \$20,000.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. Initial Payment – 10% (\$2,000) at the time of Release of Funds.
- B. Progress Payments – 20% (\$4,000) every six (6) months after the Release of Funds.
- C. Final Payment – Balance of contract upon project completion.

**ARTICLE IV. IN CONNECTION WITH THE CARRYING OUT OF THIS CONTRACT, ALL PARTIES SHALL COMPLY WITH THE FOLLOWING:**

- A. Termination or Abandonment of Project  
The OWNER and/or LGPS shall have the right to terminate this contract upon notice in writing. Upon cancellation, the OWNER will be responsible only for those costs incurred by LGPS to the date of termination.
- B. Title VI of the Civil Rights Act of 1964  
This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving Federal financial assistance.
- C. Section 109 of Title I of the Housing and Community Development Act  
This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of

race, color, physical or mental disabilities, national origin, religion, religious affiliation or sex under any program or activity funded in whole or in part under Title I of this act.

D. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.)

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

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended)

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

F. Access to and Maintenance of Records

LGPS shall, for a period of five years, beginning with the date of submission of the final expenditure report or until audit findings have been resolved, furnish all information and reports required and will permit access to books, records, and accounts by the OWNER, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

G. Federal Executive Order 11246

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

"1) LGPS will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. LGPS 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. LGPS 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) LGPS will, in all solicitations or advertisement for employees placed by or on behalf of LGPS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"3) LGPS will send to each labor union or representative of workers with which they have 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 LGPS's commitments under Section 202 of Executive Order No. 11246

of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

“4) LGPS will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

“5) LGPS 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 their 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 LGPS’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and LGPS may be declared ineligible for further Government contracts in accordance with procedures authorized 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) LGPS will include the provision 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. LGPS 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 LGPS becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, LGPS may request the United States to enter into such litigation to protect the interests of the United States.”

- H. The Americans with Disabilities Act  
This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.
- I. Awarding Agency Reporting Requirements  
The OWNER and LGPS must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.
- J. Energy Efficiency.  
Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

City of Washington

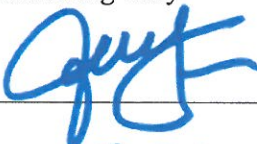
By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Local Government Professional Services, Inc.  
DBA: Simmering-Cory

By:  \_\_\_\_\_

Date: 3-27-2017

## EQUAL OPPORTUNITY POLICY STATEMENT

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

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

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

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

Adopted by:

City of Washington, Iowa on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed:

\_\_\_\_\_  
Sandra Johnson, Mayor  
City of Washington

CITY OF WASHINGTON, IOWA

MAYOR'S PROCLAMATION REGARDING A POLICY ON  
THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, Section 519 of the Department of Veteran Affairs and Housing and Urban Development and the Independent Agencies Appropriation Act of 1990, requires that all federal grant recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction; and

WHEREAS, the City of Washington has received Community Development Block Grant funds.

THEREFORE, be it resolved that the City of Washington, Iowa, hereby prohibits any law enforcement agency operating within the City of Washington to use excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City agrees to enforce any applicable State or local laws against person(s) or group(s) who physically bar access to, or exit from, facilities or locations which are the subject of a non-violent protest demonstration. The City further pledges enforcement of this policy within the jurisdiction of the City and encourages any individual or group who feels that the City has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided and may be obtained from the Mayor, City Hall, 215 E. Washington Street, Washington IA 52353.

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Mayor  
City of Washington

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Date

## AFFIRMATIVE FAIR HOUSING POLICY

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

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

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

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

Name:	Mayor
Office:	City Hall
Address:	215 E. Washington Street – Washington IA 52353
Phone Number:	319-653-6584
Hours:	8:00 am – 5:00 pm (Monday – Friday)



## **CITY OF WASHINGTON - RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

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

\*CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

### **Minimize Displacement**

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

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

### **Relocation Assistance to Displaced Persons**

The City of Washington will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and/or HOME Program(s), move



permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

### **One-for-One Replacement of Lower-Income Dwelling Units**

The City of Washington will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG and/or HOME Program(s) in accordance with 24 CFR 42.375.

Before entering into a contract committing the City of Washington to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Washington will make public by publication in a newspaper of general circulation and submit to HUD [the State, under the State CDBG and/or HOME Program(s)] the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size, number of bedrooms, and location on a map of the replacement lower-income housing that has been or will be provided. *NOTE: See also 24 CFR 42.375(d).*
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Washington will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

### **Replacement Not Required Based on Unit Availability**

Under 24 CFR 42.375(d), the City of Washington may submit a request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not

apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

**Contacts**

The City of Washington (319-653-6584) is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The City of Washington (319-653-6584) is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

**Conclusions**

It has been determined that the activities proposed in the City’s CDBG project will not result in the demolition or conversion of any low/moderate income dwelling units, occupied or occupiable, nor will the proposed project result in the displacement or relocation of any persons or households.

Should the scope of the proposed project be amended at a future date to include any kind of residential demolition, conversion, displacement, or relocation activities, this plan will be reviewed and amended.

Passed and adopted by the City Council of the City of Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Sandra Johnson, Mayor  
City of Washington

\_\_\_\_\_  
Date

Attested by:

\_\_\_\_\_  
Illa Earnest, City Clerk

\_\_\_\_\_  
Date



Development Services  
215 E. Washington St.  
Washington, IA 52353  
319.653.6584

# Memo

To: Washington City Council  
From: Steve Donnelly  
Date: 4/14/2017  
Re: Washington Municipal Airport Land Use Study

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Council,

Tuesday night, Washington's Planning and Zoning Commission recommended that the City Council pass the Washington Municipal Airport Land Use Study. There are three main differences in the revised study compared the original study that was approved.

1. The A-2 zoning in the original study was replaced with the revised A-1 zoning that you just passed on February 21, 2017.
2. Land north of Filmore Ave. (north of airport) can be zoned R-2 for residential instead of low density housing that was listed in the original study.
3. Since the original study, it has been learned that there is zoning around the airport, thus, the City has provided the necessary paperwork and zoning to protect future financial streams, satisfied the Iowa DOT-Office of Aviation and FAA and has created and maintained a safe environment for aircraft traffic.

Most important, the property owners around the airport are all in agreement with this study. They realize that we need to protect the airport and they were glad that the City involved them in the process of working out the problems of the previous study.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE AIRPORT LAND USE STUDY**

WHEREAS, the City obtained a grant from the Iowa DOT Office of Aviation to conduct a land use study around the Washington Municipal Airport; and

WHEREAS, the City hired Snyder & Associates/JS Consulting to conduct this study; and

WHEREAS, the City Council originally took action to approve the study on August 25, 2015, but whereas it was determined in the ordinance adoption process that changes to the final report were needed; and

WHEREAS, the Planning & Zoning has recommended to the City Council the approval of said changes to the original report.

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

Section 1. The Washington Municipal Airport Land Use Study, December 2016 revision, is hereby approved by the City Council.

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Illa Earnest, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING INTERFUND TRANSFERS**

WHEREAS, the Washington Free Public Library has heretofore kept the majority of its gifts and bequests in Fund 910 "Library Trust"; and

WHEREAS, it has been determined by a detailed analysis that none of the gifts and bequests received had donor stipulations placed on them prohibiting the expenditure of principal; and

WHEREAS, the Library Board has requested that the fund balance in Fund 910, \$218,959.19 be moved to Fund 670 "Library Gift" for future expenditures as approved by the Board; and

WHEREAS, in order to properly reconcile the Library's records with the City's records, it is necessary to transfer an additional \$52.14 from Fund 001 "General Fund" to Fund 670 "Library Gift"; and

WHEREAS, unless explicitly stated in the gift or bequest, all future gift and bequests to the Library will be deposited in Fund 670.

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

Section 1. The City Council hereby directs that \$218,959.19, or the total fund balance with interest as of the date of transfer, whichever is more, be transferred from Fund 910 "Library Trust" to Fund 670 "Library Gift".

Section 2. The City Council hereby directs that \$52.14 be transferred from Fund 001 "General Fund" to Fund 670 "Library Gift" to fully reconcile the Library's records with the City's.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2017.

---

Sandra Johnson, Mayor

ATTEST:

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Illa Earnest, City Clerk

Library Trust recaps  
Washington State Bank  
FY 2016-2017

	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	12/31/2016	1/31/2017	2/28/2017	3/23/2017
IPAIT	141,545.47	141,551.66	141,559.11	141,568.39	141,580.84	141,593.34	141,619.93	141,653.33	141,653.33
Washington Bk MMKT:									(90,522.06) Transfer per 2014 Recon
									51,131.27 Current IPAIT balance after transfer
Endowment Principle 1010202	140,265.09	140,276.23	140,288.15	140,300.06	140,311.59	140,323.13	140,335.43	140,346.96	140,346.96
Endowment Interest 1010229	27,472.28	27,474.59	27,476.85	27,479.18	27,481.44	27,483.78	27,486.11	27,488.22	27,488.22
	167,737.35	167,750.82	167,765.00	167,779.24	167,793.03	167,806.91	167,821.54	167,835.18	167,835.18
Interest on Investment	14.63	13.47	14.18	14.24	13.79	13.88	14.63	13.64	
Totals	309,282.82	309,302.48	309,324.11	309,347.63	309,373.87	309,400.25	309,441.47	309,488.51	218,966.45
									218,914.31 Library Trust Fund Balance
									52.14 Difference

*Handwritten:* + 44.88 Marsh Interest

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF  
THE CITY OF WASHINGTON, IOWA, BY DISSOLVING  
PARK COMMISSION ADMINISTRATIVE AGENCY**

WHEREAS, the Board of Park Commissioners, outlined in Chapter 23 of the Code of Ordinances of the City of Washington is an administrative agency of the City pursuant to Chapter 392 of the Code of Iowa; and

WHEREAS, the City Council has heretofore deemed it desirable to abolish said agency and replace it with a Board that provides recommendations to the City Council; and

WHEREAS, to that end, the City Council of the City of Washington held a public hearing on February 7, 2017, and adopted a resolution to establish intent to dissolve the Board of Park Commissioners pursuant to Section 392.7 of the Code of Iowa, effective June 30, 2017 at 11:59 p.m.; and

WHEREAS, Section 392.7 stipulates that following adoption of a resolution of intent, the Council may discontinue the agency by ordinance not sooner than thirty days following the hearing, a period which has elapsed.

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

SECTION 1. **Dissolve Board of Park Commissioners.** Chapter 23 of the Code of Ordinances of the City of Washington, Park Commission, is hereby repealed and the Board of Park Commissioners is dissolved, pursuant to Chapter 392 of the Code of Iowa.

SECTION 2. **Legislative Intent.** The City Council hereby establishes legislative intent to create a replacement ordinance with an appointed Park Board, prior to the effective date of this Ordinance.

SECTION 3. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. **Effective Date.** This Ordinance shall be in effect June 30, 2017 at 11:59 p.m., after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

Approved on First Reading: March 21, 2017  
Approved on Second Reading: April 4, 2017  
Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Clerk



*Brent Hinson, City Administrator  
Sandra Johnson, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney*



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

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## **Memorandum**

April 13, 2017

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

From: Brent Hinson  
City Administrator

Re: Park Board Ordinance Changes

The Council is asked to consider the third and final reading of the ordinance discontinuing the current elected board. Once this is complete, the Council will have the opportunity to act on the first reading of the new ordinance setting up an appointed board. Finally, to provide clear direction pending the final adoption process for the appointed board ordinance, the Council is asked to approve a simple motion authorizing us to begin advertising for people interested in being appointed to the new board.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CREATING A NEW CHAPTER 23-  
PARK AND RECREATION BOARD IN THE CODE OF  
ORDINANCES OF THE CITY OF WASHINGTON**

**BE IT ENACTED** by the City Council of the City of Washington, Washington County, Iowa:

SECTION 1. Purpose: The purpose of this ordinance is to create an appointed board named the Park and Recreation Board, which will replace the elected Board of Park Commissioners.

SECTION 2. A new Chapter 23 of the Code is created as follows:

**23.01 BOARD CREATED.** There is hereby established a Park and Recreation Board for the oversight of City-owned parks, recreational activities and other duties and functions as listed in Section 23.05.

**23.02 BOARD ORGANIZATION.** The Mayor, with the approval of the Council, shall appoint five (5) citizens of legal age to four (4) year terms. The Mayor and Council are to see that terms of no more than three (3) members expire in any single year, and are empowered to take action to ensure proper staggering of terms. At the first regular meeting following January 1 of each year, the Board shall elect one of its members as Chairperson and one as Secretary.

**23.03 COMPENSATION.** Members of the board shall serve without compensation, except for their actual expenses, which shall be subject to the approval of the Council.

**23.04 ANNUAL REPORT.** The Board shall provide orally or in written form an annual report of its activities to the City Council.

**23.05 DUTIES.** The Board shall have the following duties, functions and powers:

A. To act in an advisory capacity to the Council in all matters pertaining to public recreation, and as such, shall develop plans for the maintenance and improvement of parks and recreational programs.

B. To exert advisory authority over the activities of personnel dedicated to parks and recreation, in cooperation with the City Administrator.

C. To develop a proposed budget for review by the City Council, in coordination with the processes followed by all departments of the City, and to responsibly manage and monitor the adopted budget.

D. To oversee the administration of all monetary gifts given to the City for park purposes.

E. To establish rules and guidelines for the use of public parks and facilities under its authority, with the approval of the City Council, and to advise the Council on any proposed ordinances for the regulation and operation of public parks.

F. To maintain all median strips in the same manner as public parks.

G. To advise the Council in matters of land acquisition and land development for public parks.

H. To establish its own bylaws or otherwise set forth procedural guidelines for its operation.

SECTION 3. The original appointment of the members of the Board shall be two members (2) for two (2) years, and three members (3) for four (4) years, from July 1 following the year of such appointment or until their successor is appointed to serve for the term of four (4) years.

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

SECTION 5. This Ordinance shall be in effect July 1, 2017 at 12:00 a.m. following its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Clerk

CHAPTER 23

**PARK ~~COMMISSION~~ AND RECREATION BOARD**

23.01 Park Board  
23.02 Election - Term  
23.03 Organization  
23.04 Treasurer  
23.05 Compensation  
23.06 Budget Certified  
23.07 Records and Reports  
23.08 Jurisdiction and Authority

23.09 Poles and Wires  
23.10 Acquisition of Land  
23.11 Sale or Lease of Property  
23.12 Limited Leases  
23.13 Rules and Regulations  
23.14 Penalties  
23.15 Median Strips

**23.01 ~~PARK BOARD~~ BOARD CREATED.** There ~~shall be a Board of Park Commissioners~~ is hereby established a Park and Recreation Board ~~for the oversight of~~ -City-owned parks, recreational activities and other duties and functions as listed in Section 23.05 ~~consisting of three (3) citizens of legal age.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.02 ELECTION TERM.** One commissioner shall be elected at each regular City election for a term of six (6) years.~~

*(Code of Iowa, Sec. 392.1)*

**23.032 BOARD ORGANIZATION.** The Mayor, with the approval of the Council, shall appoint five (5) citizens of legal age to four (4) year terms. The Mayor and Council are to see that terms of no more than three (3) members expire in any single year, and are empowered to take action to ensure proper staggering of terms. At the first regular meeting following January 1 of each year ~~Within ten (10) days following the regular City election,~~ the Board shall elect one of its members as Chairperson and one as Secretary.

*(Code of Iowa, Sec. 392.1; O.A.G. 1972, p. 287)*

~~**23.04 TREASURER.** The City Clerk shall be the treasurer of the Board and pay out all moneys under the control of the Board on orders signed by the Chairperson and Secretary, but shall receive no compensation for such services as treasurer.~~

*(Code of Iowa, Sec. 392.1)*

**23.053 COMPENSATION.** ~~There shall be no compensation attached to the office of Park Commissioner, and all services performed by said commissioner shall be rendered without compensation therefore.~~ Members of the board shall serve without compensation, except for their actual expenses, which shall be subject to the approval of the Council.

*(Code of Iowa, Sec. 372.13[8] and 392.1)*

~~**23.06 BUDGET CERTIFIED.** The Board shall submit annually to the finance officer a proposed budget and tax levy for general park purposes for the ensuing fiscal year. The Council shall include such tax levy, or so much thereof as it may deem necessary, in the levy for the general fund of the City as certified to the County Auditor.~~

~~(Code of Iowa, Sec. 392.1)~~

~~**23.074 RECORDS AND REPORTS.** The Board shall keep a record of all its transactions and proceedings and submit a detailed annual report to the Council no later than June first of each year of the amounts of money expended and the purposes for which used. **ANNUAL REPORT.** The Board shall provide orally or in written form an annual report of its activities to the City Council.~~

~~(Code of Iowa, Sec. 392.1)~~

**23.05 DUTIES.** The Board shall have the following duties, functions and powers:

A. To act in an advisory capacity to the Council in all matters pertaining to public recreation, and as such, shall develop plans for the maintenance and improvement of parks and recreational programs.

B. To exert advisory authority over the activities of personnel dedicated to parks and recreation, in cooperation with the City Administrator.

C. To develop a proposed budget for review by the City Council, in coordination with the processes followed by all departments of the City, and to responsibly manage and monitor the adopted budget.

D. To oversee the administration of all monetary gifts given to the City for park purposes.

E. To establish rules and guidelines for the use of public parks and facilities under its authority, with the approval of the City Council, and to advise the Council on any proposed ordinances for the regulation and operation of public parks.

F. To maintain all median strips in the same manner as public parks.

G. To advise the Council in matters of land acquisition and land development for public parks.

H. To establish its own bylaws or otherwise set forth procedural guidelines for its operation.

~~**23.08 JURISDICTIONS AND AUTHORITY.** The Board shall have exclusive control of all parks and pleasure grounds acquired by it or of any other ground owned by the City and set apart for like purposes within or without the City. All ordinances of the City shall be in full force and effect in and over the territory occupied by such parks.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.09 POLES AND WIRES.** The Board may regulate or forbid the erection of poles or the stretching of wire for electric light, street, railway, or other purposes in parks or in or along streets or highways or over public places laid out or controlled by it.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.10 ACQUISITION OF LAND.** The Board may acquire real estate within or without the City for park purposes by donation, lease, purchase, or condemnation, take the title to real estate in the name of the Board in trust for the public and hold it exempt from taxation.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.11 SALE OR LEASE OF PROPERTY.** The Board may, subject to the approval of the Council, sell, exchange, or lease any real estate acquired by it which in its discretion is unfit, not desirable, unnecessary, or not required for park purpose.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.12 LIMITED LEASES.** The Board may lease under reasonable rates and requirements a particular park or portion thereof.~~

- ~~1. Organizations. For a period not in excess of ten (10) days to charitable, fraternal and patriotic organizations for the conduct of celebrations, anniversaries and entertainment.~~

*(Code of Iowa, Sec. 392.1)*

- ~~2. Professional Games. For such time or times, not to exceed six (6) consecutive months, for the purpose of permitting the playing of professional baseball or other professional games.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.13 RULES AND REGULATIONS.** The Board shall have the power to make rules and regulations for the use of park or other facilities under its control, such rules shall be posted on the facility or otherwise publicized in a manner to provide adequate notice to the public.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.14 PENALTIES.** Any person who violates a Board rule or regulation, which has been approved by the Council and adopted by ordinance, may be subjected to the penalties provided for in the ordinance adopting the rule or regulation.~~

*(Code of Iowa, Sec. 392.1)*

~~**23.15 MEDIAN STRIPS.** When any street in the City has been paved as a boulevard, in such a manner that a park or space remains unpaved in the center of such street, with a permanent curb protecting and~~

~~separating the same from the pavement proper on each side thereof, such unpaved portions of such streets are considered public parks and a part of the park system of the City. Such areas are under the sole supervision and control of the Park Commissioners and such commissioners shall plant such areas with suitable lawn grasses, shrubs and such other ornamental plants as will beautify the grounds and make the same uniform in appearance with the other public parks of the City; and otherwise improve and maintain the same in all respects as public parks.~~

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 65.02 "SPECIAL STOPS REQUIRED"- CEDAR DRIVE AND SOUTH 11<sup>TH</sup> AVENUE

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

SECTION 1. **Delete Phrase.** Section 65.02, "Special Stops Required", Paragraph 12 is hereby repealed.

SECTION 2. **Add Phrase.** Section 65.02, "Special Stops Required", New Paragraph 12 "Cedar Drive and South 11<sup>th</sup> Avenue (northbound stop)."

SECTION 3. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Clerk



*Development Services Department  
215 East Washington Street  
Washington, IA 52353  
319-653-6584*



# MEMO

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**To:** City Council  
**From:** Keith Henkel, Engineering Technician  
**Date:** 03/07/2017  
**Re:** Stop Sign Request for the Intersection of S. 11<sup>th</sup> Ave. and E. Madison St.

---

Council,

I received a request by Michael Moore on behalf of the UP Home in concerns about the intersection of East Madison Street and South 11<sup>th</sup> Avenue. This intersection also involves Oak Lane and Cedar Drive which are two private streets entering the UP Home. As the intersection is now the two private streets are controlled by stop signs and the city streets are uncontrolled. See attached map. This is typically how this type of intersection would be done. The request by Mr. Moore states that the traffic traveling east on Madison Street onto Cedar Drive have a conflict with the traffic northbound on South 11<sup>th</sup> Avenue. I have discussed this with our police chief Greg Goodman. He and I are in agreement that this situation does pose a safety concern. Greg and I feel the proper solution to this would be to have the UP Home remove the stop sign on Cedar Drive and the city would install a stop sign on South 11<sup>th</sup> Avenue. In addition to the stop sign I would also recommend we add below the stop signs on South 11<sup>th</sup> avenue and Oak Lane a "Cross Traffic Does Not Stop"

In conclusion I would recommend that council approve a change to this intersection making East Madison and Cedar Drive uncontrolled thru traffic and South 11<sup>th</sup> Avenue and Oak Lane controlled by stop signs.

Thank You,

  
Keith Henkel

Existing Stop Sign to Remain Add Cross Traffic Does Not Stop

Oak Ln. (Private)

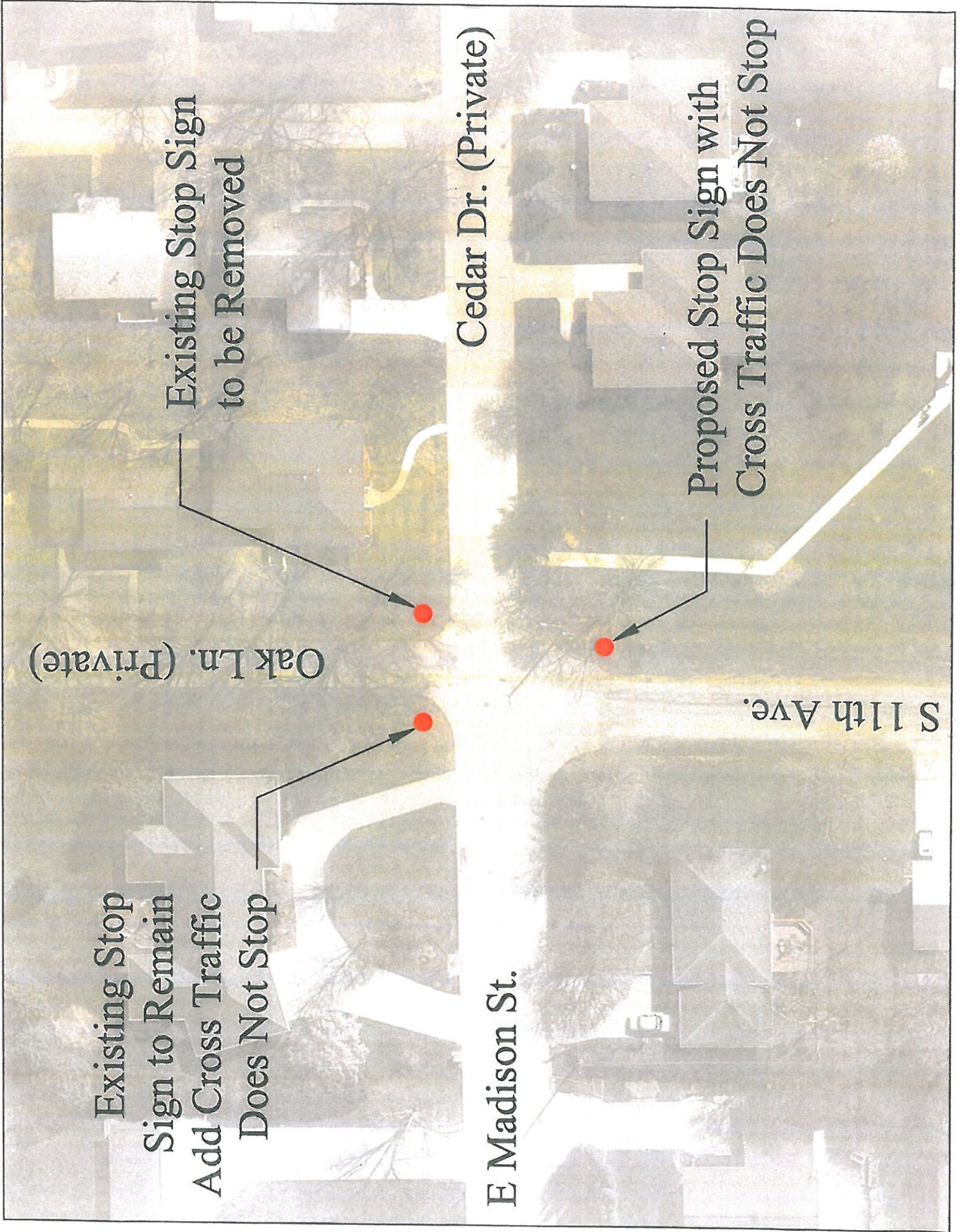
Existing Stop Sign to be Removed

Cedar Dr. (Private)

Proposed Stop Sign with Cross Traffic Does Not Stop

S 11th Ave.

E Madison St.



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING CODE OF CONDUCT**

WHEREAS, the City of Washington, has received a Community Development Block Grant from the Iowa Economic Development Authority; and

WHEREAS, the Iowa Economic Development Authority requires the City of Washington to adopt a Code of Conduct in order to utilize such funds;

THEREFORE, BE IT RESOLVED, by the City Council for the City of Washington that:

Section 1: It hereby adopts and implements the attached Code of Conduct to be utilized by all officers, employees, or agents of the City engaged in the award or administration of contracts funded all, or in part, by the Community Development Block Grant Program.

PASSED AND APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

## CODE OF CONDUCT

### PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 24 CFR; Part 85 (85.36(b)(3)) and other applicable federal and state standards, regulations, and laws.

### APPLICATION

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

### REQUIREMENTS

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

- a) the employee, officer, or agent;
- b) any member of his/her immediate family;
- c) his/her partner; or
- d) an organization which employs, or is about to employ any of the above;

has a financial or other interest in the firm selected for award of said contract.

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

REMEDIES

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

EFFECTIVE DATE

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING PROCUREMENT POLICY**

WHEREAS, the City of Washington has received a Community Development Block Grant from the Iowa Economic Development Authority; and

WHEREAS, the Iowa Economic Development Authority requires the City of Washington to adopt Procurement Policies in order to utilize such funds;

THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington that it agrees to adopt and implement the attached Procurement Procedures for use during the implementation and administration of the City's Community Development Block Grant Program.

PASSED AND APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

## PROCUREMENT POLICY

### PURPOSE

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

### APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Washington related to the implementation and administration of the Community Development Block Grant. All procurement will be done in accordance with 24 CFR; Part 85.

### POLICY

#### I. Methods of Procurement

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

- A. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000. The City of Washington shall comply with state or local small purchase dollar limits under \$25,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from at least three qualified sources.
- B. In competitive sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is lowest in price. The sealed bids method is the preferred method for procuring construction.
  - 1. Appropriate conditions in order for formal advertising to be feasible must be present, including, as a minimum, the following:

(a) a complete, adequate and realistic specification or purchase description;

(b) two or more responsible suppliers are willing and able to compete effectively for the City of Washington business; and,

(c) the procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

2. When formal advertising is used for a procurement under a grant, the following requirements shall apply:

(a) a sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers. In addition, the invitation shall be publicly advertised.

(b) the invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.

(c) all bids shall be opened publicly at the time and place stated in the invitation for bids.

(d) a firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Washington indicates that such discounts are generally taken.

(e) any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.

C. In competitive proposals, proposals are requested from a number of sources and the Request for Proposal is publicized. Negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:



1. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.
  2. The Request for Proposal shall identify all significant evaluation factors, including price or cost where required and their relative importance.
  3. The City of Washington shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.
  4. Awards may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price and other factors considered. Unsuccessful offerors will be notified promptly in writing.
  5. The City of Washington may utilize competitive negotiation procedures for procurement of architectural/engineering (A/E) professional services, whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g. administrative services) even though A/E firms are a potential source to perform the proposed effort.
- D. Noncompetitive proposal is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:
1. The item is available from only a single source;
  2. After solicitation of a number of sources, competition is determined inadequate;

3. Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation; and,

Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority.

- E. The City of Washington will provide, to the greatest extent possible, that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents. (The project area is defined as the county in which the project is located.) The City of Washington will solicit qualified small, minority, and women's businesses whenever they are potential sources. The City of Washington will procure goods and services from labor surplus areas when economically feasible.
- F. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

II. Contract Pricing

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

III. Procurement Records

The City of Washington shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

EFFECTIVE DATE

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION SETTING A NEW REGULAR  
COUNCIL MEETING LOCATION**

WHEREAS, the City Council has set the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month at 6 PM as regular meeting dates under the provisions of Section 17.04(1) of the Washington Municipal Code of Ordinances; and

WHEREAS, due to the sale of the building housing the Council Chambers, it is necessary to designate a new location for regular meetings.

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

Section 1. The regular Council meeting location is the Nicola-Stoufer Room of the Washington Public Library, 115 West Washington Street.

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

PASSED AND APPROVED this 18<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Sandra Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Illa Earnest, City Clerk



FOR FIREWORKS PERMIT  
City of Washington, Iowa

I (We), Illa Earnest, City Clerk, City of Washington, Iowa, hereby make application for a Fireworks Permit to be used in the City of Washington, Iowa; that Bob Vokoun of J & M Display will be the "competent operator" of the fireworks display due to his/her experience or training or education with fireworks displays; that said application is being requested for:

Date: July 4, 2017

Beginning Time: dusk

Ending Time: \_\_\_\_\_

**(NO PERMIT WILL BE ISSUED FOR LONGER THAN 11:00 P.M.)**

Rain Date: July 5, 2017

Beginning Time: dusk

Ending Time: \_\_\_\_\_

**(NO PERMIT WILL BE ISSUED FOR LONGER THAN 11:00 P.M.)**

ADDRESS OR PLACE OF FIREWORKS DISPLAY: Washington County Fairgrounds

Illa Earnest  
Applicant's Signature

April 13, 2017  
Date

215 E. Washington Street  
Address of Applicant

319-653-6584  
Telephone

Fire Chief Notification and Approval.

[Signature]  
Chief, Washington Fire Department

PASSED AND APPROVED BY WASHINGTON CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sandra Johnson, Mayor

Attest:

\_\_\_\_\_  
Illa Earnest, City Clerk