



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM.
PUBLIC LIBRARY AT 115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, JUNE 19, 2018

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 19, 2018 to be approved as proposed or amended.

Consent:

1. Council Minutes June 5, 2018
2. Design Alliance, Fire Station Project, \$22,109.52
3. Kevin Olson, Professional Services, \$890.34
4. Northway Corp., Well #6 Improvements, \$15,873.87
5. L.L. Pelling Co., 2018 Sealcoat Program, \$45,073.41
6. Fox Engineering, City Hall Interceptor Reroute, \$3,845.00
7. Fox Engineering, South Elevated Water Storage Tank Improvements, \$1,060.50
8. Fox Engineering, Water Treatment Plant Improvements, \$10,285.10
9. Fox Engineering, WWTP Nutrient Reduction Strategy, \$412.25
10. Fox Engineering, Well #6 Pump Replacement, \$285.25
11. Coleman Construction, Inc. Pavement Patching Project, \$51,236.25
12. Wine & Spirits, 106 W. 2nd Street, Cigarette License (**renewal**)
13. Wal-Mart #1475, 2485 Highway 92, Cigarette License (**renewal**)
14. Moore's BP Amoco, 1061 W. Madison St., Cigarette License (**renewal**)
15. Department Reports

Consent - Other:

Claims & Financial Reports:

Claims for June 19, 2018

Financial Reports – May 2018

SPECIAL PRESENTATION

Mayoral Proclamation –Amateur Radio Week

Flying Pigs Duathlon – Washington Community Y Request.

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

UNFINISHED BUSINESS

1. Discussion and Consideration of a Development Agreement with David and Lisa Nacos. **(Tabled 10-17-2017)**
2. Discussion and Consideration of Third Reading of an Ordinance Creating a New Chapter 43, Park Regulations.
3. Discussion and Consideration of Third Reading of an Ordinance Amending Chapter 92 (Water Rates) and Chapter 99 (Sewer Use Charge)
4. Discussion and Consideration of Second Reading of an Ordinance Amending Chapters 65 & 69 – Traffic and Parking Regulations.

NEW BUSINESS

1. Discussion and Consideration of Mayoral Appointments to Planning & Zoning Commission.
2. Discussion and Consideration of Bids for Broom for M/C
3. Discussion and Consideration of Site Plan for Miller Mini Storage.
4. Discussion and Consideration of a CDBG Contract with IEDA – Southeast Sewer Basin I/I Project.
5. Discussion and Consideration of a CDBG Administration Contract with Simmering-Cory, Inc.
6. Discussion and Consideration of a Resolution Setting FY19 Salaries.
7. Discussion and Consideration of First Reading of an Ordinance Adopting 2015 International Building Code with State Amendments.
8. Discussion and Consideration of a Resolution Authorizing Assessment to Washington County Treasurer.

WORKSHOP

Parking/Traffic Concerns.

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault
Elaine Moore
Fran Stigers
Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 06-05-2018

The Council of the City of Washington, Iowa, met in Regular Session in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street on Tuesday, June 5, 2018 at 6:00 P.M. Mayor Pro Tem DeLong in the chair. On roll call present: DeLong, Gault, Moore, Stigers, Youngquist. Absent: none.

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 5, 2018 be approved as proposed. Motion carried.

Consent:

1. Council Minutes May 15, 2018
2. Fox Engineering, Water Treatment Plant Improvements, \$18,702.12
3. Fox Engineering, City Hall Interceptor Reroute, \$3,820.00
4. Fox Engineering, Well #6 Pump Replacement, \$716.00
5. Fox Engineering, S. 0.5 MG Elevated Water Storage Tank Improvements, \$1,572.25
6. A & R Land Services, E. Adams St., Improvement Project, \$732.75
7. A & R Land Services, Pamida Sewer Project, \$1,317.10
8. Smith & Loveless, Inc., Electrical Motor for Grit Agitator Drive (WWTP), \$1,099.32
9. Garden & Assoc., 2018 Sealcoat Project, \$852.90
10. Garden & Assoc., E. Washington St. Sidewalk Extension Plan, \$3,251.25
11. Global Software, Annual TAC10 Software Maintenance Renewal, \$11,680.00
12. Canadian Pacific Railway, N. 4th Ave. Railroad Grade Crossing, \$3,365.03
13. Smokin'Joe's Tobacco and Liquor Outlet #9, 304 W. Madison St., Cigarette License (**renewal**)
14. Hy-Vee Food Store, 528 S. Hwy #1, Cigarette License, (**renewal**)
15. Hy-Vee Wine and Spirits, 1004 W. Madison St., Cigarette License (**renewal**)
16. Halcyon House, 1015 S. Iowa Ave., Class C Liquor License (LC), (Commercial), Sunday Sales, (**renewal**)
17. Department Reports

Consent – Other:

1. MSA, Wellness Park Phase 1, Design and Bidding, \$9,000.00
2. Tricon Construction, Water Treatment Plant Improvements, \$771,562.21

Motion by Youngquist, seconded by Moore, to approve the consent agenda items. Motion carried.

Motion by Youngquist, seconded by Moore, to approve the consent – other MSA claim. Motion carried. Gault voted no.

Motion by Youngquist, seconded by Moore, to approve the consent – other Tricon Construction claim. Motion carried. DeLong abstained with conflict.

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

Motion by Gault, seconded by Stigers, to approve the Chamber of Commerce request for additional parking along Central Park curb for Tractorcade. Motion carried.

Presentations from the Public: none

Discussion and Consideration of a Development Agreement with David and Lisa Nacos. (**Tabled 10-17-2017**). Remains tabled.

Motion by Youngquist, seconded by Gault, to approve the second reading of an Ordinance Creating a New Chapter 43, "Park Regulations". Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Youngquist, to approve the second reading of an Ordinance Amending Chapter 92 (Water Rates) and Chapter 99 (Sewer Use Charge). Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

Council discussion of Contractor Surcharge Request for Joint City-County Recycling Center. No action was taken.

Motion by Youngquist, seconded by Gault, to approve the Revised Recommendation for E. Main Street and 2nd Avenue Intersection Stoplights. No change from current 4-way blinking red. Motion carried.

Motion by Moore, seconded by Youngquist, to approve Changing Yield Signs to Stop Signs at E. Jefferson Street and S.7th Avenue. Motion carried.

Motion by Gault, seconded by Stigers, to approve the First Reading as Amended (Add Change Yield to Stop Signs at E. Jefferson Street and S. 7th Avenue) Amending Chapters 65 & 69 – "Traffic and Parking Regulations". Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve Increasing the Housing Study Contribution from the City from \$3,500.00 to \$7,000.00. Motion carried.

Motion by DeLong, seconded by Moore, to approve the Resolution Endorsing Application for Mini-Grant Funds. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-076)**

Quotes received for Relocation of Generator from the Fire Station to the Maintenance Shop:

Shaw Electric	\$14,108.00	Add \$1,162.00 (wiring to fuel pumps)
Washington Electric	\$18,500.00	Add \$1,194.45 (wiring to fuel pumps)

Motion by Stigers, seconded by Youngquist, to approve the quote from Shaw Electric in the total amount of \$15,270.00 to relocate the generator to the Maintenance Shop. Motion carried.

Motion by Moore, seconded by Youngquist, to approve the Resolution Adopting Procurement Policy. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-077)**

Motion by Gault, seconded by Stigers, to approve the Resolution Amending Sidewalk Inspection Program. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-078)**

Motion by Gault, seconded by Stigers, to approve the Resolution Authorizing Assessment to Washington County Treasurer. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-079)**

Motion by Stigers, seconded by Gault, to approve the Resolution Acknowledging Fulfillment of a Contract for Sale of Real Property (Business Park Lot #2). Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried. **(Resolution No. 2018-080)**

Motion by Gault, seconded by Youngquist, that council go into closed session per Iowa Code 21.5(i) – Personnel. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Youngquist, that the council return to open session. Roll call on motion: Ayes: DeLong, Gault, Moore, Stigers, Youngquist. Nays: none. Motion carried.

Mayor Rosien announced that no formal action had been taken in the closed session.

Motion by Gault, seconded by Moore, that the Regular Session held at 6:00 P.M., Tuesday, June 5, 2018, be adjourned. Motion carried.

Illa Earnest, City Clerk

Brendan DeLong, Mayor Pro Tem



City of Washington
215 East Washington Street
Washington, IA 52353

June 5, 2018
Invoice No: 205376
Project No: 217055

Attn: Brent Hinson

Re: Washington Fire Station

For professional services rendered for the period May 1, 2018 to May 31, 2018
for the referenced project.

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Predesign	15,500.00	100.00%	15,500.00	15,500.00	0.00
Schematic	7,750.00	100.00%	7,750.00	7,750.00	0.00
Design Dev	31,000.00	100.00%	31,000.00	31,000.00	0.00
Const Doc	54,250.00	60.00%	32,550.00	10,850.00	21,700.00
Bid/Negot	7,750.00	0.00%	0.00	0.00	0.00
Const Admin	38,750.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	155,000.00		86,800.00	65,100.00	21,700.00

Total Fixed Fee **\$21,700.00**

Design Alliance, Inc - printing	1.20
Kristofer Orth - mileage	405.48
Pitney Bowes - postage	2.84

Total Out-of-Pocket Expenses **\$409.52**

INVOICE TOTAL **\$22,109.52**

Please notify our office if you have any questions concerning your invoice balance.

1.5% interest charged on unpaid balance over 30 days

14225 University
Suite 110
Waukee, IA 50263
TEL 515.225.3469
FAX 515.225.9649
DesignAllianceInc.com

Kevin D. Olson
Attorney-at-Law
1400 5th Street, P.O. Box 5127
Coralville, Iowa 52241

Phone (319) 351-2277 Fax: (319) 351-2279 e-mail: kevinolsonlaw@gmail.com

June 4, 2018

Mr. Brent Hinson, City Administrator
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa for May, 2018

TOTAL HOURS	8.25 hours (reg)
TOTAL MILEAGE	264 miles
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR MAY, 2018	\$890.34



Contractor's Application for Payment No. 5

Application Period	March 1, 2018 thru May 31, 2018	Application Date	5/31/2018
To (Owner)	City of Washington	Via (Engineer)	FOX Engineering
Project	Well to Improvements	Engineer's Project No	1424-15C
Owner's Contract No	3424-15C		

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
1	\$63,211.65		
2	\$16,709.31		
TOTALS			
NET CHANGE BY CHANGE ORDERS			\$79,920.96

1. ORIGINAL CONTRACT PRICE..... \$ 3372,755.50
2. Net change by Change Orders..... \$ 79,920.98
3. Current Contract Price (Line 1 + 2)..... \$ 5452,676.48
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 5452,346.48
5. RETAINAGE:
 - a. 5% X \$452,346.48 Work Completed..... \$ 222,617.32
 - b. X X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 222,617.32
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 5429,729.16
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 5413,855.29
8. AMOUNT DUE THIS APPLICATION..... \$ 515,873.87
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 522,947.32

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

Payment of	\$ <u>\$15,873.87</u> (Line 8 or other - attach explanation of the other amount)
is recommended by	<u>R.J. BAUER, P.E.</u> (Date) <u>6/18/2018</u> (Engineer)
Payment of	\$ _____ (Line 8 or other - attach explanation of the other amount)
is approved by	_____ (Date) _____ (Owner)
Approved by	_____ (Date) _____ Funding or Financing Entity (if applicable)

Contractor Signature <u>James Kutney</u>	Date <u>6-8-2018</u>
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Remit to:
 L L Pelling Co.
 P.O. Box 230
 North Liberty IA 52317
 www.llpelling.com

INVOICE

Contract : 1886.18 Washington, City of

Invoice # :	20274
Date :	6/7/2018
Customer # :	100221
Cust Job :	1886.18.1Washington
Gust PO :	
Total Due:	45,073.41

To: Washington, City of
 PO Box 516
 Washington, IA 52353

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract Item	Quantity	Unit Price	U/M	Amount
10 Mobilization, Performance/Maintenance Bond & Traffic Control	1.00	10,675.00	LS.	10,675.00
11 Binder Bitumen, MC-3000	5,774.86	2.90	GAL	16,747.09
12 Cover Aggregate	270.22	56.00	TON	15,132.32
14 Surface Correction	1,145.00	2.20	SY	2,519.00

Contract terms prevail if contract and terms are present. Otherwise, payment is due on receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expenses incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Total Due This Invoice:	45,073.41
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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 43009
 Date 05/30/2018

Project **204517B Washington City Hall
 Interceptor Reroute**

Professional Services for the Period of 04/29/2018 to 05/26/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	19,500.00	100.00	19,500.00	19,500.00	0.00
Final Design	9,500.00	100.00	9,500.00	9,500.00	0.00
Bidding	6,500.00	100.00	3,250.00	6,500.00	3,250.00
Boundary Survey	3,900.00	75.00	2,925.00	2,925.00	0.00
Construction Administration	11,000.00	5.00	0.00	550.00	550.00
Construction Staking	3,000.00	0.00	0.00	0.00	0.00
Total	53,400.00	72.99	35,175.00	38,975.00	3,800.00

Standard Hourly Rate Phases

IDNR Permit Fees
 Professional Fees

IDNR Permit Fees subtotal

Billed Amount

45.00

45.00

Invoice total \$3,845.00

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 42985
 Date 05/30/2018

Project **342417B Washington South 0.5 MG
 Elevated Water Storage Tank
 Improvements**

Professional Services for the Period of 04/29/2018 to 05/26/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	5,713.00	100.00	5,713.00	5,713.00	0.00
Final Design	13,534.00	100.00	13,534.00	13,534.00	0.00
Bidding	3,994.00	100.00	3,994.00	3,994.00	0.00
Total	23,241.00	100.00	23,241.00	23,241.00	0.00

Standard Hourly Rate Phases

Construction Administration

	Billed Amount
Professional Fees	570.50
Outside Services	490.00
Phase subtotal	1,060.50

Invoice total \$1,060.50

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 42984
 Date 05/30/2018

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

Professional Services for the Period of 04/29/2018 to 05/26/2018

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design	126,460.00	100.00	126,460.00	126,460.00	0.00
Final Design	177,830.00	100.00	177,830.00	177,830.00	0.00
Bidding	16,780.00	100.00	16,780.00	16,780.00	0.00
Total	321,070.00	100.00	321,070.00	321,070.00	0.00

	Billed Amount
Construction Administration	
Professional Fees	8,348.50
Reimbursables	197.60
Outside Services	
Rietz Consultants, Ltd	312.50
Phase subtotal	<u>8,858.60</u>
Construction Staking	
Professional Fees	1,225.00
Reimbursables	201.50
Phase subtotal	<u>1,426.50</u>
Invoice total	<u><u>\$10,285.10</u></u>

Approved by:  _____



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 42982
 Date 05/30/2018

Project **204517C Washington WWTP Nutrient Reduction Strategy**

Professional Services for the Period of 04/29/2018 to 05/26/2018

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Study & Report	14,519.00	95.00	13,793.05	13,793.05	0.00
Total	14,519.00	95.00	13,793.05	13,793.05	0.00

Standard Hourly Rate Phases

IRE Pretreatment Consultation

Professional Fees

Phase subtotal

Billed Amount

412.25

412.25

Invoice total

\$412.25

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 42983
 Date 05/30/2018

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

Professional Services for the Period of 04/29/2018 to 05/26/2018

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

		Billed Amount
Construction Administration		
Professional Fees		
		285.25
	Phase subtotal	285.25
	Invoice total	\$285.25

Approved by:  _____

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

Coleman Construction, Inc.
 2667 Wayland Road
 Washington, IA 52353

Invoice

Bill To:
City of Washington*
Attn Keith Henkel
215 E. Washington St.
Washington, IA. 52353

Date	Invoice No.	P.O. Number	Terms	Project
06/13/18	9870	Pavement patc...	Due on receipt	

Item	Description	Quantity	Rate	Amount
Labor & Materials	Tear out & replace 9245 SF old concrete w m-4 mix concrete		48,536.25	48,536.25
Materials	150 ton 1" roadstone		2,700.00	2,700.00
We appreciate your prompt payment.			Total	\$51,236.25

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA WINE & SPIRITS
Physical Location Address 106 W 2ND ST City WASHINGTON ZIP 52353
Mailing Address 106 W 2ND ST City WASHINGTON State IA ZIP 52353
Business Phone Number 319-653-2822

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP _____
Mailing Address 106 W 2ND ST City WASHINGTON State IA ZIP 52353
Phone Number 319-653-2822 Fax Number _____ Email WINE&SPIRITS@HOTMAIL.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) ANTHONY WALSH Name (please print) _____
Signature [Signature] Signature _____
Date 6/11/2018 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
 - Fill in the date the permit was approved by the council or board: _____
 - Fill in the permit number issued by the city/county: _____
 - Fill in the name of the city or county issuing the permit: _____
 - New Renewal
- Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
- Email: iapledge@iowaabd.com
 - Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Walmart Inc. / Walmart #1475

Physical Location Address 2485 HIGHWAY 92 City Washington, IA ZIP 52353-9337

Mailing Address 508 SW 8th St. Dept. 8916 City Bentonville State AR ZIP 72716-0500

Business Phone Number (319) 653-7213

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.

Mailing Address 508 SW 8th St. Dept. 8916 City Bentonville State AR ZIP 72716-0500

Phone Number (479)277-4656 Fax Number (479)204-9864 Email cynthia.montero@walmart.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other Retail

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Andrea Lazenby Name (please print) _____

Signature  Signature _____

Date 9/19/18 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 / _____ through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Moore's BP Amoco, Inc.

Physical Location Address 1061 W Madison ST City Washington ZIP 52353

Mailing Address Same City _____ State _____ ZIP _____

Business Phone Number 319-653-2509

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Moore's BP Amoco, Inc.

Mailing Address 1061 W Madison ST City Washington State IA ZIP 52353

Phone Number 319-653-2509 Fax Number _____ Email mooresbp@iowatelecom.net

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) George A Moore

Name (please print) _____

Signature *George A Moore*

Signature _____

Date 06/07/2018

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Washington Volunteer Fire Department
June 6, 2018

April Fires

6 City fires	1900.00
3 rural fires	490.00
0 Drill	.00
9 fires and 0 drill	2390.00

Before the meeting the boy that was playing with fire the night before read an apology to the Dept.

Meeting opened Chief Wide in charge

Minutes of the previous meeting were read and approved.

Treasure report was read.

Mark Chenoweth made a motion to pay all bills against the department seconded by Kelly Williams

Motion passed.

Committees; Social: snacks after meeting

Golf: Tournament 8/26/18 at Keota

Kids Fest. good turn out and well received by kids and adults. 700 kids attendance.

Rescue

Communication; Thank you from B J Wetherall and \$50.00. Tom Tanner memorial from B J

Wetherall and \$20.00 and Paul and Jane Fuglevand \$100.00

Applications full

Old Business: Went over IDs and certifications.

Thanks for helping clean the square.

County meeting in Crawfordsville George Moore gave a presentation.

Sprint Ride is June 12 at 10am. at the fair grounds.

SCBAs were all test and passed.

Drill # 1 went well and was a good refresher.

Help is needed for WMT tractor ride June 11 @ 3pm

Aerial is back from be repaired and back in service. Thanks for the help cleaning it.

Sewer and Utility work is to begin soon on new station.

New Business; Tom Tanner funeral 6/14/18 @10:30am. Visitation 6/13/18 at 5-7pm.

Tom Tanner family donated Tom's car to Dept. and it was sold for 4000.00.

The dept received \$100,000. Grant from the Casino.

The July meeting is moved from the 4th to the 11th.

The new rescue auger works well.

Kirkwood fire school 9/22-23/18

Wapello Rural Fire Hazmat training 6/30/18

Kevin Shultz had UTV and assy. prices.

Bill Wagner made a motion to put Tom Tanners name on FF Memorial 2nd. by Scot B. Passed.

Railroad training September 29.

Discussion of calls;

Roll call taken and meeting adjourned

Secretary Temp.
Phil Morris

**WWTP report
June 19, 2018
Council meeting**

- **After hour alarm and dog call outs –**
6th dog call, Safety Center reported a dog to be picked at 108 East 2nd, 5:27 p.m. Parker
6th dog call, Safety Center reported a dog to be picked up at 802 E Washington, 8:12 p.m. Parker
9th dog call, Safety Center reported a dog to be picked up at Korner Kremery, 7:00 p.m. Jason
10th dog call, Safety Center reported a dog to be picked up at 510 West 3rd, 12:30 p.m. Jason
- **Dept Head meetings -** I attended the meetings on June 5th and 12th.
- **WWTP hoists and cranes –** Midwest Overhead Crane Corporation (MWOCC) was here on June 4, 2018 to perform the annual WWTP hoist/crane inspections. We should receive the written inspection reports from MWOCC in the near future. The annual inspection is required OSHA.
- **WWTP and lift station mowing –**Mowing continues. Jason and Parker have cut down a lot of volunteer trees around the WWTP grounds.
- **Office/Lab building water heater –** I have contacted two area plumbers for replacement estimates.
- **WWTP HVAC and Air exchangers –** We replaced twenty six (26) paper air filters in these units.
- **WWTP May 2018 Discharge Monitoring Report (DMR) –** Average daily flow **2.290** million gallons (mg), maximum daily flow **4.936** mg, minimum daily flow **1.234** mg. There were **zero** violations of the WWTP's NPDES discharge permit. Total precipitation for May 2018, >5.11" (recorded at the WWTP).

CBOD5 removal 85% required	result = 100 %
Influent CBOD5 monthly average =	120.3 mg/L
Effluent CBOD5 monthly average =	< 3.0 mg/L

TSS removal 85% required	result = 97.5 %
Influent TSS monthly average =	239.4 mg/L
Effluent TSS monthly average =	5.9 mg/L
- **SASSO safety meeting –** Jason and Parker attended the safety meeting in Washington on the 11th. The topics were math for operators and vulnerability. They earned 0.4 CEU's that are needed for their state operator license renewal.
- **Grit agitator drive motor –** Jason got the new explosion proof drive motor installed. Marie Electric helped with the installation. We will have the old motor rebuilt so it can be used in the future when necessary.
- **Lexington lift station –** Jason and Tim K from M/C Dept vacuumed out the floor of the wet well at Lexington. This is done every so often to remove debris from the floor that gets trapped between the pumps. THANKS to Tim for bringing the vac trailer out to do this work.
- **Truck #501 –** THANKS to Zach for getting the dog truck running again. Zach had to replace the alternator and battery. He also put in a new brake light and serviced it, too.

**Fred E Doggett
6/15/2018 10:50 AM**

MAINTENANCE & CONSTRUCTION DEPT. REPORT

5-19-18/6-1-18

STREETS: Personnel pothole patched, mowed shoulders and operated the street sweeper. Pelling was in town and completed the seal coat list of streets for this year. Street patching from Colman's contract nearing an end with the 17 patches he had been contracted to pour back.

WATER DISTRIBUTION: Personnel repaired two water main breaks, located at 632 West Madison St & North 2nd Ave-East 17th St. Each water main had been repaired using a piece of PVC, 4 inch & 6 inch. Personnel shut off 15 water services for non payment.

SEWER COLLECTION: Personnel repaired an 8 inch clay sewer line located in front of 505 East 15th St (on North 6th Ave), a 1 inch water service had been bored through the top of the clay. A 3 ft piece of SDR 35 and two ferncos were used for the repair.

STORM SEWER COLLECTION: Personnel poured 6 yards of flowable mortar to fill a void under the concrete street around a storm line located in the SW corner of North 6th Ave-East 15th St.

MECHANIC/SHOP: Personnel serviced 611 (charge A/C), skid loader (A/C system), CRU unit (rear wiring for A/C), Street Sweeper (replaced thermostat and diagnosis heat issue), PD 96 (changed winter tires), 117 (A/C), 115 (A/C system), A/C machine and Parks truck (brake line repair).

OTHER: Personnel continued to pick up yard waste and bags, total bags YTD approximately 6,500. Personnel responded to 71 On Call Locates. Personnel assisted MainStreet by placing cones and barricades in areas for the Ridiculous Day activities.

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.

CITY OF WASHINGTON, IOWA

CLAIMS REPORT FOR JUNE 19, 2018

POLICE

AMAZON CAPITAL SERVICES	TOUGHBOOK/LAPTOP MOUNT	678.90
ARNOLD MOTOR SUPPLY	PARTS UNIT 38 AND 97	573.90
BDH TECHNOLOGY	MONTHLY SERVICE	270.00
CINTAS CORP LOC. 342	RUG SERVICE	35.79
COBB OIL CO, INC.	FUEL	2603.67
GREINER DISCOUNT TIRES	TIRE REPAIR	152.00
JOHN DEERE FINANCIAL	DOG FOOD	59.97
KCTC	PHONE	104.99
OFFICE EXPRESS	GLOVES	85.00
O'REILLY AUTOMOTIVE INC	AIR & FUEL FILTER	38.46
QUILL	OFFICE SUPPLIES	53.28
RAY O'HERRON CO.,INC.	CLOTHING-VANWILLIGEN	157.40
UPS	SHIPPING CHARGES	49.07
VERIZON WIRELESS	CELLULAR SERVICE	1391.76
WASH CO AUDITOR	JUNE COMMUNICATIONS	20976.08
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	374.66
	TOTAL	27604.93

FIRE

ACE-N-MORE	MIXED GAS AND SUPPLIES	21.65
ALLIANT ENERGY	ALLIANT ENERGY	69.47
ARNOLD MOTOR SUPPLY	BULB FOR #3	7.19
COBB OIL CO, INC.	FUEL	178.89
UPS	SHIPPING CHARGES	11.66
VERIZON WIRELESS	CELLULAR SERVICE	659.31
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	172.96
	TOTAL	1121.13

ANIMAL CONTROL

TOWN & COUNTRY VET CLINIC	VET FEES	40.00
	TOTAL	40.00

DEVELOP SERV

ACE-N-MORE	SWEATSHIRTS/GLOVES/VEST	195.92
COBB OIL CO, INC.	FUEL	207.67
HEDGE ABOVE LLC	GRASS ABATEMENT 620 E POLK	385.00
MIKE RODER	GRASS ABATEMENT 940 S 4TH	150.00
VERIZON WIRELESS	CELLULAR SERVICE	250.19
	TOTAL	1188.78

LIBRARY

ALLIANT ENERGY	ALLIANT ENERGY	1101.78
BAKER & TAYLOR	BOOKS	1617.33
DEMCO	BOOK COVERS	90.48
EBERT SUPPLY CO.	JANITORIAL SUPPLIES	128.82
EBSCO SUBSCRIPTION SERV	MAGAZINE SUBSCRIPTIONS	227.89
J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER MAINTENANCE	195.36
KCII	SENIOR AD 2 OF 2	90.96
KCTC	PHONE & INTERNET	346.28
RECORDED BOOKS LLC	AUDIO BOOKS	62.98
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	88.97
	TOTAL	3950.85

PARKS

ACCO	VACUUM FOR FOUNTAIN	814.50
ACE-N-MORE	EQUIPMENT/SUPPLIES	1382.98
ACTION SERVICES INC	PORTABLE TOILETS	920.00
ALLIANT ENERGY	ALLIANT ENERGY	885.64
ARNOLD MOTOR SUPPLY	FLOOR JACK/PARTS	165.65
CARSON PLUMBING & HEATING SRVS INC	CONCESSIONS REPAIR	275.06
CHEMSEARCH	PAVILION BUG SPRAY	221.63
COBB OIL CO, INC.	FUEL	1096.67
CUSTOM IMPRESSIONS INC	SAFETY SHIRTS	284.73
DONNELLY, SAM	SASSO TRAINING MEAL REIMB	10.70
GREINER DISCOUNT TIRES	MOWER TIRE REPAIR	15.00
JOHN DEERE FINANCIAL	HOSE/MOWER PARTS	167.36
KCTC	PHONE & INTERNET	121.48
LOY, RYAN	SASSO TRAINING MEAL REIMB	8.29
MARIE ELECTRIC INC.	SUNSET PARK- LIGHT REPAIR	917.55
POWER COM MOTOR CONTROL	FOUNTAIN	65.00
STOUT SEED SALES	GRASS SEED	755.20
WASHINGTON LUMBER	HANGERS/CRACK SEALANT/ADHESIVE	49.81
WMPF GROUP LLC	EMPLOYMENT ADVERTISING	119.85
YODER, BOB	GRILL REPAIR	196.25
	TOTAL	8473.35

POOL

ACCO	ROPE	335.89
ACE-N-MORE	BOLTS/POOL	88.55
IDEAL READY MIX	CITY POOL	376.25
STATE HYGIENIC LAB	POOL WATER TEST	13.00
USA BLUEBOOK	POOL PUMP REPAIR	77.00
	TOTAL	890.69

CEMETERY

ACE-N-MORE	FLAG POLE REPAIR/DRILL BITS	120.98
ARNOLD MOTOR SUPPLY	PARTS/MOWER	41.65
COBB OIL CO, INC.	FUEL	2250.52
LOWRY EQUIPMENT	MOWER PARTS FOR KABOTA	58.01
MORNING SUN FARM	PARTS FOR KABOTA	229.55
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	140.10
	TOTAL	2840.81

FINAN ADMIN

ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
ALLIANT ENERGY	ALLIANT ENERGY	19.39
ARCHER APPLIANCE	VACUUM POWER CORD	37.40
ARMSTRONG HEATING & AIR CONDITIONING	HVAC MAINT	60.98
CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	162.24
EBERT SUPPLY CO.	SUPPLIES	171.40
FAREWAY STORES	SUPPLIES	45.92
GOOGLE LLC	MONTHLY SERVICE	225.00
IOWA CITY/COUNTY MANAGEMENT ASSOC.	MEMBERSHIP RENEWAL	150.00
KCTC	PHONE	105.00
PACE PAYMENT SYSTEMS	PACE ONLINE PYMT FEE	20.00
PITNEY BOWES GLOBAL FINANCIAL SERVICE	POSTAGE METER LEASE	335.16
VERIZON WIRELESS	CELLULAR SERVICE	62.20

VIVIAL	JULY DIRECTORY PMT	25.15
WASH CHAMBER OF COMMERCE	SUMMER CLASSIC	1433.50
WASH COUNTY MINIBUS	LOST- JUNE 2018	16749.06
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	1068.61
WMPF GROUP LLC	ADVERTISING	130.00
	TOTAL	20845.01

AIRPORT

ACE-N-MORE	SUPPLIES	24.48
ALLIANT ENERGY	ALLIANT ENERGY	614.60
IOWA RADIO PLUS	RADIO ADVERTISING	10.00
JAMIESON, JEAN	MAY CLEANING	196.00
KCII	RADIO ADVERTISING	227.40
NESPER SIGN	SIGN REPAIR	171.31
VERIZON WIRELESS	CELLULAR SERVICE	52.20
VETTER'S INC-CULLIGAN WATER	CULLIGAN WATER	14.94
WEST LAWN CARE	MAY MOWING AIRPORT	2860.00
WILSON'S TOWN & COUNTRY	BATHROOM REPAIR	80.00
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	183.59
	TOTAL	4434.52

ROAD USE

ACE-N-MORE	PIPE FOR SIGN/PLUGS	19.07
CHEMSEARCH	SUPPLIES	1098.36
COBB OIL CO, INC.	FUEL	1596.88
DOUDS STONE LLC	ROADSTONE	235.94
GILLUND ENTERPRISES	SUPPLIES	187.24
GREINER DISCOUNT TIRES	TIRE REPAIR	38.25
HOTSY CLEANING SYSTEMS	SUPPLIES	63.28
IOWA PRISON INDUSTRIES	SIGNS	288.75
JOHN DEERE FINANCIAL	PARTS	268.74
LAWSON PRODUCTS INC	PARTS AND SUPPLIES	253.03
MIDWEST WHEEL	AIR DRYER	126.95
RIVER PRODUCTS	ROADSTONE & BALLAST	2025.93
TRANS IOWA EQUIPMENT	THERMOSTAT/GASKET	862.49
WASHINGTON LUMBER	SEALANT & RUBBING BRICK	55.97
WELLINGTON, EARL	WORK LIGHTS/MAGNET BOOT	139.94
	TOTAL	7260.82

STREET LIGHTING

ALLIANT ENERGY	ALLIANT ENERGY	10109.16
FRANZEN, DENNIS	TRAFFIC SIGNAL REPAIR	381.00
	TOTAL	10490.16

HOUSING REHAB

WASH TITLE & GUARANTY CO	ABSTRACT- 420 W 6TH	200.00
	TOTAL	200.00

CAPTIAL PROJ

RIVER PRODUCTS	ROADSTONE & BALLAST	575.41
UTILITY EQUIPMENT CO	SEWER PIPE/EJ FRAME/SEAL	2518.72
WMPF GROUP LLC	ADVERTISING	30.96
	TOTAL	3125.09

INDUSTRIAL DEVELOP

WASH TITLE & GUARANTY CO	ABSTRACT-IOT #2-BUSINESS P	500.00
	TOTAL	500.00

TREE REMOVAL & REPLACE		
MIDWEST TREE SERVICE INC	STUMP GRINDS	754.00
	MAPLE TOPPED IN CENTRAL PA	1400.00
	TOTAL	2154.00

TREE COMMITTEE		
WMPF GROUP LLC	ADVERTISING-TREE COMMITTEE	236.36
MCCONNELL, MARDE	TREE COMMITTEE SUPPLIES	29.94
	TOTAL	266.30

CEMETERY GIFT		
WOLF FLORAL INC.	MEMORIAL PLANTS	55.00
	TOTAL	55.00

WATER PLANT		
ALLIANT ENERGY	ALLIANT ENERGY	11894.93
CONRY, DALE	WATER DEPOSIT REFUND	31.73
DDJ HOSPITALITY INC.	WATER DEPOSIT REFUND	207.74
ETS CORPORTATION	ETS ADMIN FEES	646.53
HAWKEYE FIRE & SAFETY	SUPPLIES	57.00
IA DEPT OF REVENUE	MAY SALES TAX	10023.00
JENSEN, JOSEPH	WATER DEPOSIT REFUND	25.10
JONES, DESIREE	WATER DEPOSIT REFUND	95.70
KERR, MIKE	WATER DEPOSIT REFUND	111.15
KUNKLE, JUDY	WATER DEPOSIT REFUND	96.25
MINCER FORD	2018 FORD EXPLORER	26992.00
STATE HYGIENIC LAB	TESTING	117.00
STREFF, ROSE	MILEAGE REIMBURSEMENT	5.18
VERIZON WIRELESS	CELLULAR SERVICE	52.20
WATER SOLUTIONS UNLIMITED	CHEMICALS	3566.90
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	100.24
	TOTAL	54022.65

WATER DIST		
ALTORFER	EQUIP FOR WATER MAIN INSTA	1662.00
ACE-N-MORE	SUPPLIES	335.73
ALLIANT ENERGY	ALLIANT ENERGY	44.81
ARNOLD MOTOR SUPPLY	PARTS	784.43
CENTRE STATE INTERNATIONAL	PART	598.21
COBB OIL CO, INC.	FUEL	524.59
IOWA ONE CALL	SERVICE	157.90
SCHIMBERG CO.	MISC PARTS AND SUPPLIES	542.24
TIFCO INDUSTRIES	SHOP SUPPLIES	249.72
UTILITY EQUIPMENT CO	VALVE BOXES/FLARES/SEALS/CLAMPS	5340.90
VERIZON WIRELESS	CELLULAR SERVICE	129.39
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	91.20
	TOTAL	10461.12

SEWER PLANT		
ACE-N-MORE	BUG SPRAY	17.98
ALLIANT ENERGY	ALLIANT ENERGY	10592.24
CINTAS FIRST AID & SAFETY	1ST AID KIT SUPPLIES	37.05

COBB OIL CO, INC.	FUEL	347.79
CUSTOM IMPRESSIONS INC	SAMPLE SHIPPING	15.81
STATE HYGIENIC LAB	ANNUAL TOXICITY TESTING	459.50
TIFCO INDUSTRIES	SHOP SUPPLIES	102.74
USA BLUEBOOK	SUPPLIES	309.42
VERIZON WIRELESS	CELLULAR SERVICE	183.71
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	273.83
	TOTAL	12340.07
SEWER COLLECT		
ACE-N-MORE	SUPPLIES	117.57
ALLIANT ENERGY	ALLIANT ENERGY	515.25
BARRON MOTOR SUPPLY	MECHANIX-MAT	25.99
COBB OIL CO, INC.	OIL/FUEL	917.79
COUNTY MATERIALS CORP	PIPE	2860.00
GREINER DISCOUNT TIRES	TIRE REPAIR	15.00
HUISENGA, MITCHELL	SASSO TRAINING MEAL REIMB	13.64
IDEAL READY MIX	CONCRETE	594.00
LAWSON PRODUCTS INC	SUPPLIES	261.73
UTILITY EQUIPMENT CO	EJ FRAME, GASKET SEAL, GRA	1462.80
VERIZON WIRELESS	CELLULAR SERVICE	117.51
WINDSTREAM IOWA COMMUNICATIONS	JUNE SERVICE	91.20
	TOTAL	6992.48
SANITATION		
WEMIGA WASTE INC.	MAY SERVICES	3500.00
	TOTAL	3500.00
SELF INSURANCE		
EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	337.50
	TOTAL	337.50
	TOTAL	183095.26

***PREVIOUSLY APPROVED EXPENSES ARE HIGHLIGHTED**

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
MAY 31, 2018

FUND	5/1/2018	M-T-D	REVENUES NOT	M-T-D	EXPENSES NOT	5/31/2018
	BEGINNING					REVENUES
	CASH BALANCE					BALANCE
001-GENERAL FUND	1,571,288.61	201,795.58	-	262,436.24	-	1,510,647.95
002-AIRPORT FUND	241,990.95	14,752.76	-	4,330.19	-	252,413.52
010-CHAMBER REIMBURSEMENT	5,284.84	5,818.57	-	5,114.63	-	5,988.78
011-MAIN STREET REIMBURSEMENT	3,425.60	-	-	3,807.78	-	(382.18)
012-WEDG REIMBURSEMENT	(2,619.72)	3,556.29	-	(1,004.43)	-	1,941.00
050-DOWNTOWN INCENTIVE GRANT	50,000.00	78,500.00	-	-	-	128,500.00
110-ROAD USE	865,944.86	91,796.41	-	46,795.80	-	910,945.47
112-EMPLOYEE BENEFITS	-	36,833.38	-	36,833.38	-	-
114-EMERGENCY LEVY	-	3,199.06	-	3,199.06	-	-
121-LOCAL OPTION SALES TAX	-	66,996.25	-	66,996.25	-	-
123-HOTEL/MOTEL TAX	-	8,473.29	-	-	-	8,473.29
125-UNIF COMM UR-NE IND	-	245.38	-	245.38	-	-
127-UNIF COMM UR - BRIARWOOD	17,213.41	-	-	17,213.41	-	-
129-SC RES UR	29,118.03	4,706.41	-	33,824.44	-	-
132-UNIF COMM UR - EBD	37,724.88	-	-	37,724.88	-	-
134-DOWNTOWN COMM UR	2,805.11	492.16	-	3,297.27	-	-
145-HOUSING REHABILITATION	39,357.51	-	-	623.00	-	38,734.51
146-LMI TIF SET-ASIDE	30,641.10	17,145.06	-	134.27	-	47,651.89
200-DEBT SERVICE	809,276.06	251,042.86	-	1,060,318.92	-	-
300-CAPITAL EQUIPMENT	145,742.38	-	-	-	-	145,742.38
301-CAPITAL PROJECTS FUND	3,243,636.63	24,873.43	-	158,588.60	-	3,109,921.46
305-RIVERBOAT FOUND CAP PROJ	142,354.52	-	-	142,354.52	-	-
308-INDUSTRIAL DEVELOPMENT	89,043.66	7,368.58	-	3,220.69	-	93,191.55
309-MUNICIPAL BUILDING	1,188,222.63	35,988.32	-	12,893.39	-	1,211,317.56
310-WELLNESS PARK	24,952.70	63,901.32	-	-	-	88,854.02
311-SIDEWALK REPAIR & REPLACE	53,352.31	-	-	-	-	53,352.31
312-TREE REMOVAL & REPLACE	46,489.67	-	-	1,509.25	-	44,980.42
510-MUNICIPAL BAND	4,143.70	-	-	265.00	-	3,878.70
520-DOG PARK	4,684.69	-	-	-	-	4,684.69
530-TREE COMMITTEE	11,593.08	228.10	-	156.47	-	11,664.71
540-POLICE FORFEITURE	1,742.49	-	-	-	-	1,742.49
541-K-9 PROGRAM	-	1,340.00	-	-	-	1,340.00
545-SAFETY FUND	100.00	-	-	-	-	100.00
550-PARK GIFT	144,649.75	28.42	-	-	-	144,678.17
570-LIBRARY GIFT	273,543.13	58,178.68	-	246.23	-	331,475.58
580-CEMETERY GIFT	11,103.00	-	-	-	-	11,103.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	1,074,823.27	154,813.25	-	227,951.94	-	1,001,684.58
601-WATER DEPOSIT FUND	23,515.00	2,400.00	-	2,325.00	-	23,590.00
603-WATER CAPITAL PROJECTS	(390,326.70)	657,986.38	-	547,235.95	-	(279,576.27)
610-SANITARY SEWER	1,523,731.25	179,948.24	-	124,788.51	-	1,578,890.98
613-SEWER CAPITAL PROJECTS	155,578.91	-	-	1,569.54	-	154,009.37
670-SANITATION	152,093.62	40,387.97	-	33,259.02	-	159,222.57
950-SELF INSURANCE	224,762.63	2,637.27	-	8,929.59	-	218,470.31
951-UNEMPLOYMENT SELF INS	33,040.78	1,016.60	-	-	-	34,057.38
TOTAL BALANCE	11,894,785.48	2,016,450.02	-	2,847,184.17	-	11,064,051.33

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	2,495,555.72 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	258,088.73	0.40%
Investment in IPAIT	2,703,476.98	1.41%
Wash St - Farm Mgmt Acct	106,579.90	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
Wash St Bank - CD 10/12/2017 -renewed	500,000.00	1.50%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
IPAIT ROLLING CD - MATURES MONTHLY	3,000,000.00	1.70%
TOTAL CASH IN BANK	11,064,051.33	

(1) Washington State Bank	2,557,614.55
Outstanding Deposits & Checks & Wage payable	(62,058.83)
	<u>2,495,555.72</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
MAY 31, 2018

FUND	7/1/2017 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	5/31/2018 ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	3,622,505.20	-	3,111,857.25	-	1,510,647.95
002-AIRPORT FUND	204,275.40	278,451.65	-	230,313.53	-	252,413.52
010-CHAMBER REIMBURSEMENT	440.00	63,395.94	-	57,847.16	-	5,988.78
011-MAIN STREET REIMBURSEMENT	1,106.99	44,162.82	-	45,651.99	-	(382.18)
012-WEDG REIMBURSEMENT	-	62,235.57	-	60,294.57	-	1,941.00
050-DOWNTOWN INCENTIVE GRANT	-	128,500.00	-	-	-	128,500.00
110-ROAD USE	747,498.73	943,841.00	-	780,394.26	-	910,945.47
112-EMPLOYEE BENEFITS	-	708,418.04	-	708,418.04	-	-
114-EMERGENCY LEVY	-	75,567.35	-	75,567.35	-	-
121-LOCAL OPTION SALES TAX	-	723,562.38	-	723,562.38	-	-
123-HOTEL/MOTEL TAX	-	8,473.29	-	-	-	8,473.29
125-UNIF COMM UR-NE IND	-	9,272.55	-	9,272.55	-	-
127-UNIF COMM UR - BRIARWOOD	-	34,426.82	-	34,426.82	-	-
129-SC RES UR	-	48,432.37	-	48,432.37	-	-
132-UNIF COMM UR - EBD	-	38,752.65	-	38,752.65	-	-
133-UNIF COMM UR-IRE	-	117,354.82	-	117,354.82	-	-
134-DOWNTOWN COMM UR	-	12,823.47	-	12,823.47	-	-
145-HOUSING REHABILITATION	40,210.80	7,500.00	-	8,976.29	-	38,734.51
146-LMI TIF SET-ASIDE	69,331.10	17,145.06	-	38,824.27	-	47,651.89
200-DEBT SERVICE	3,569.34	1,145,160.11	-	1,148,729.45	-	-
300-CAPITAL EQUIPMENT	161,276.77	55,992.00	-	71,526.39	-	145,742.38
301-CAPITAL PROJECTS FUND	124,526.44	4,014,858.36	-	1,029,463.34	-	3,109,921.46
305-RIVERBOAT FOUND CAP PROJ	-	314,895.30	-	314,895.30	-	-
308-INDUSTRIAL DEVELOPMENT	41,124.09	82,335.04	-	30,267.58	-	93,191.55
309-MUNICIPAL BUILDING	1,403,118.70	88,877.64	-	280,678.78	-	1,211,317.56
310-WELLNESS PARK	44,488.61	104,365.41	-	60,000.00	-	88,854.02
311-SIDEWALK REPAIR & REPLACE	69,176.19	17,000.00	-	32,823.88	-	53,352.31
312-TREE REMOVAL & REPLACE	33,654.67	50,000.00	-	38,674.25	-	44,980.42
510-MUNICIPAL BAND	4,043.70	300.00	-	465.00	-	3,878.70
520-DOG PARK	4,918.85	199.00	-	433.16	-	4,684.69
530-TREE COMMITTEE	6,085.92	11,493.10	-	5,914.31	-	11,664.71
540-POLICE FORFEITURE	1,742.49	-	-	-	-	1,742.49
541-K-9 PROGRAM	-	1,340.00	-	-	-	1,340.00
545-SAFETY FUND	400.00	-	-	300.00	-	100.00
550-PARK GIFT	150,315.38	10,058.20	-	15,695.41	-	144,678.17
570-LIBRARY GIFT	269,462.46	70,022.17	-	8,009.05	-	331,475.58
580-CEMETERY GIFT	11,158.00	-	-	55.00	-	11,103.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	999,522.64	1,705,723.02	-	1,703,561.08	-	1,001,684.58
601-WATER DEPOSIT FUND	23,665.00	19,850.00	-	19,925.00	-	23,590.00
603-WATER CAPITAL PROJECTS	-	2,562,893.54	-	2,842,469.81	-	(279,576.27)
610-SANITARY SEWER	735,273.09	2,144,838.73	-	1,301,220.84	-	1,578,890.98
612-SEWER SINKING	-	231,855.00	-	231,855.00	-	-
613-SEWER CAPITAL PROJECTS	280,236.13	-	-	126,226.76	-	154,009.37
670-SANITATION	143,429.17	443,832.90	-	428,039.50	-	159,222.57
950-SELF INSURANCE	174,718.13	83,312.56	-	39,560.38	-	218,470.31
951-UNEMPLOYMENT SELF INS	6,716.03	30,001.51	-	2,660.16	-	34,057.38
TOTAL BALANCE	6,766,245.96	20,134,024.57	-	15,836,219.20	-	11,064,051.33

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	2,495,555.72 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Wash St Bank - MM	258,088.73	0.40%
Investment in IPAIT	2,703,476.98	1.41%
Wash St - Farm Mgmt Acct	106,579.90	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	1.60%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
Wash St Bank - CD 10/12/2017 -renewed	500,000.00	1.50%
CBI Bank and Trust - CD 1/11/2018	500,000.00	1.85%
IPAIT ROLLING CD - MATURES MONTHLY	3,000,000.00	1.70%
TOTAL CASH IN BANK	11,064,051.33	

(1) Washington State Bank	2,557,614.55
Outstanding Deposits & Checks & Wage payable	(62,058.83)
	2,495,555.72

Illa Earnest

From: Teri Hartzler
Sent: Wednesday, June 13, 2018 5:10 PM
To: iearnest@washingtioniowa.net
Subject: Flying Pigs Duathlon
Attachments: FLYING PIGS DUATHLON 2018 5K RUN ROUTE.docx; FLYING PIGS DUATHLON 2018 BIKE ROUTE.docx; FLYING PIGS DUATHLON 2018 1.5 RUN ROUTE.docx; Flying pigs 2018 registration form.pdf

I have attached information for the next council meeting. Can you remind me date and time? We will be partnering our event with the Chamber's Craft Fair Saturday Sept. 8th. This year we will be starting and ending each phase of the race in the north side of our main facility on E. Main. We would like to close off the street on E. Main for the 1 block in front of the YMCA. Traffic was a bit of an issue last year with both events so we decided to move the location for the safety of the participants. If you need any other information, please let me know. Thank you!

Teri Hartzler
Branch Director
YMCA of Washington County
121 E. Main. Street
Washington, IA 52353
(P) 319-653-2141
Cell: 319-653-1871
thartzler@washingtoney.org



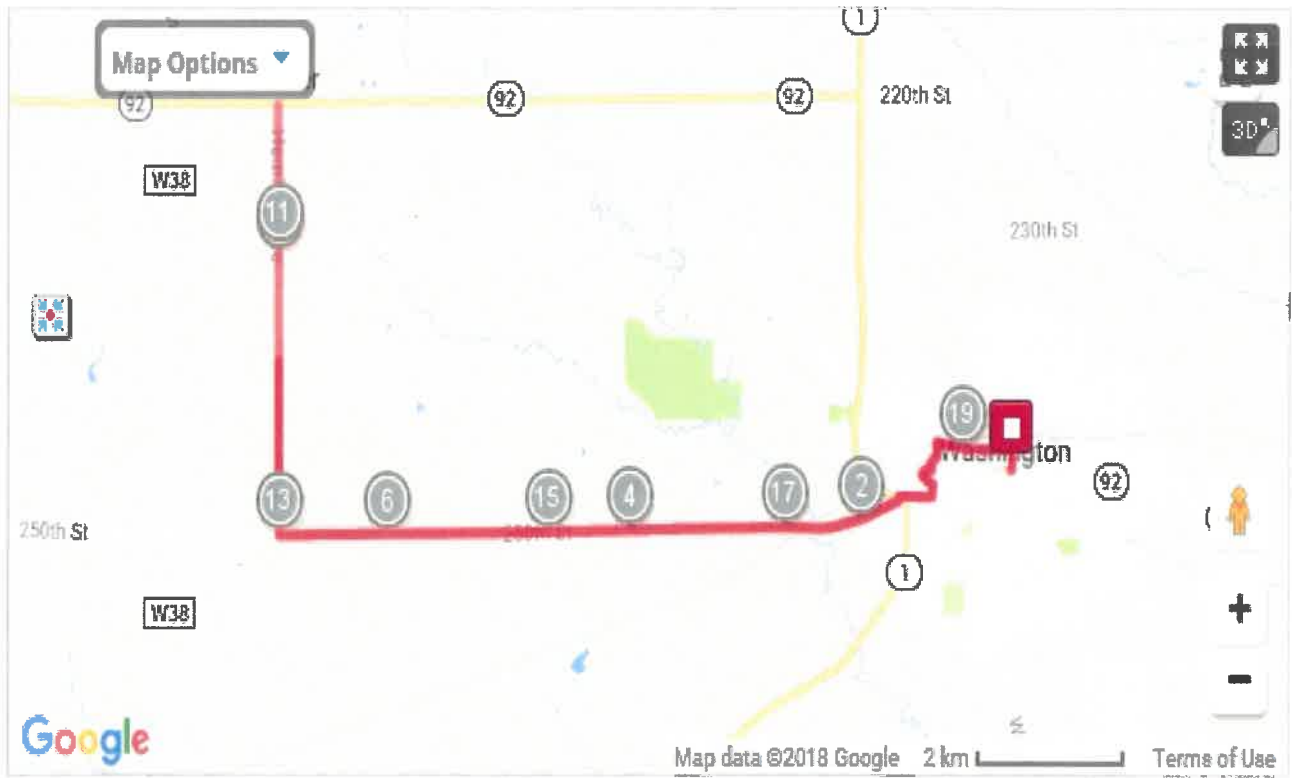
CLIMB DETAILS

[Learn About Climb Ratings](#)

[Download Data](#)

FLYING PIGS DUATHLON 2018

1.5 RUN ROUTE



CLIMB DETAILS

[Learn About Climb Ratings](#)

[Download Data](#)

FLYING PIGS DUATHLON 2018

20 MILE BIKE ROUTE



CLIMB DETAILS

[Learn About Climb Ratings](#) [Download Data](#)

FLYING PIGS DUATHLON 2018
5K RUN ROUTE



FOR YOUTH DEVELOPMENT®
 FOR HEALTHY LIVING
 FOR SOCIAL RESPONSIBILITY



FLYING PIGS DUATHLON

5K Run/ 20 mile Bike/ 1.5 mile Run
 Individual or *Team of 2

Proceeds used to purchase equipment for the new YMCA facility!

Saturday September 8th 2018

7:00am Registration – 8:00am Race Start

Individual Categories: 13-18, 19-29, 30-39, 40-49, 50-59, 60+

Individual Awards: 1st place overall Male / Female - Trophy & Pork Loin
 Course completion – Medal
 1st place Male / Female for each age category

* Teams: Male or female, Age 13 and up (1 runner / 1 biker)
 Team Awards: 1st and 2nd place Team of 2

Questions or additional information, please contact Teri Hartzler at YCMA of Washington
 Phone 319-653-2141 or email thartzler@washingtoney.org

Name _____ Phone _____
 Address _____ City _____ State _____ Zip _____
 Age _____ M or F Email _____ Shirt: Adult S M L XL XXL

Registration through Aug. 31st Individual \$35 Teams \$50
September 1st – race day Individual \$40 Teams \$60

(Must be registered by September 3rd, to receive shirt on race day)

I understand that I am legally agreeing to the following statements in the paragraph of this waiver by signing below. I acknowledge that biking and running on an open course is extremely dangerous and can bring with it the potential for death, serious injury, and property damage. My signature below is acknowledgement that I am at my own risk. I understand that this is a public event and not an event related to, or sanctioned by any organization. I am aware I will be on public roadways and vehicles may not be aware of my presence. I realize I am solely responsible for myself and my own safety. I do not hold the YMCA of Washington County, the City of Washington, Washington County, their employees, or the volunteers, responsible for any risk of injuries which may occur because of my participation.

Signature _____ **Date** _____
Signature of parent / guardian _____ **Date** _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING PARK REGULATIONS BY ADDING A NEW CHAPTER 43 TO THE WASHINGTON CODE OF ORDINANCES

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

SECTION 1. **Add Chapter.** A new Chapter 43, Park Regulations, is adopted as follows:

43.01 PURPOSE. The purpose of this chapter is to facilitate the enjoyment of park facilities by the general public by establishing rules and regulations governing the use of park facilities and regulating public access.

43.02 DEFINITIONS. The following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

1. “Park” means a park, reservation, playground, swimming pool, wading pool, recreation center, or any other area in the City, owned or used by the City, and devoted to active or passive recreation.
2. “Person” means any person, firm, partnership, association, corporation, company or organization of any kind.
3. “Vehicle” means any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled. The term includes any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the City parks.

43.03 USE OF DRIVES REQUIRED. No person shall drive any car, cycle other vehicle, or ride or drive any horse, in any portion of a park except upon the established drives or roadways therein or such other places as may be officially designated by the City.

43.04 FIRES. No fires shall be built, except in a place provided therefor, and such fire shall be extinguished before leaving the area unless it is to be immediately used by some other party.

43.05 LITTERING. No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

43.06 PARKS CLOSED. No person shall enter or remain within any park between the hours of 10:30 p.m. and 6:00 a.m.

43.07 PARK PROPERTY. No person in a park shall:

1. Willfully mark, deface, disfigure, injure, tamper with or displace or remove, any building, bridge, table, bench, fireplace, railing, paving or paving materials, water line or other public utilities or parts or appurtenances thereof, signs, notices or placards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other

structures or equipment, facilities, or park property or appurtenances whatsoever, either real or personal.

2. Fail to cooperate in maintaining restrooms In a neat and sanitary condition. No person over the age of five (5) years shall use the restrooms and washrooms designated for the opposite sex.
3. Dig, or remove any sand, soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agencies, except on special written permit issued hereunder.
4. Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon., or across such lands, except on special written permit issued hereunder.
5. Damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any way injure or impair the natural beauty or usefulness of any area.
6. Climb any tree or walk, stand or sit upon monuments vases,, fountains, railing, fences or upon any other property not designated or customarily used for such purposes.
7. Tie or hitch a horse or other animal to any tree or plant.
8. Hunt, molest, harm frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile or bird; nor remove or have in possession the young of any wild animal, or the eggs or nest, or young of any reptile or bird.

43.08 SANITATION. No person in a park shall:

1. Pollution of Waters. Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, swimming pool or wading pool, any substance, matter or thing, liquid or solid,, which will or may result in the pollution of said waters.
2. Refuse and Trash. Have brought in or shall dump, deposit or leave any bottles, broken glass, ashes, paper boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash. No such refuse or trash shall be placed in any waters in or contiguous to the park, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly deposited elsewhere.

43.09 TRAFFIC. No person in a park shall:

1. State Motor Vehicle Laws Apply. Fail to comply with all applicable provisions of the state motor vehicle traffic laws and the traffic laws of the City of Carlisle in regard to equipment and operation of vehicles together with such regulations as are contained herein.
2. Enforcement of Traffic Regulations. Fail to obey all traffic officers and park employees, such persons being hereby authorized and instructed to direct traffic

whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of this chapter as supplemented by any other regulations or ordinances duly adopted and passed by the City.

3. Obey Traffic Signs. Fail to observe carefully all traffic signs indicating speed, direction, cautions, stopping or parking, and others posted for proper control and to safeguard life and property.
4. Speed of Vehicles. Ride or drive a vehicle at a rate of speed exceeding ten (10) miles an hour, except upon such roads as designated by posted signs for speedier travel.
5. Operation Confined to Roads. Drive any vehicle on any area except the paved parking road or parking areas, or such other areas as may on occasion be specified or designated as temporary parking area.
6. Parking.
 - A. Full Parking. Full park on any road or driveway at time so as to block traffic.
 - B. Double Parking. Double park any vehicle on road or parkway unless directed by a public official.
 - C. Persons with Disabilities Parking. Park any vehicle in a designated persons with disabilities parking.
7. Bicycles.
 - A. Confined to Roads. Ride a bicycle on other than paved vehicular roads or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or any paved area reserved for pedestrian use.
 - B. Immobile. Leave bicycles on the ground or paving, or set against trees, or in any other place or position where other persons may trip over or be injured by them.

43.10 RECREATIONAL ACTIVITIES. No person in a park shall:

1. Picnic Areas and Use.
 - A. Regulated. Fail to observe that tables and benches shall be used on a first come, first served basis.
 - B. Non-exclusive. Use any portion of the picnic areas or park, or any other building or structures therein for the purpose of holding picnics to the exclusion of other persons nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded, unless reserved by special permit.
 - C. Open Burning and Fires Prohibited. Build or maintain a fire in a place other than park-provided cooking facilities, or commercially manufactured cooking equipment.
 - D. Camping. Camp in other than designated camping areas.

E. Games. Take part in or abet the playing of any games involving throwing or otherwise propelling objects such as arrows, stones, javelins, shot puts, or model airplanes except in areas set apart for such forms of recreation.

2. Horseback Riding. Ride a horse except on designated bridle trails. Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended, nor shall they be hitched to any rock, tree or shrub.

43.11 BEHAVIOR. No person in a park shall:

1. Fireworks and Explosives by Permit Issued by Authorized City Official. Bring, or have in one's immediate possession, or set off or otherwise cause to explode or discharge or burn, any firecrackers, torpedo, rocket, or other fireworks or explosives of inflammable material, or discharge them or throw them into any area except by permit issued by authorized City officials.

2. Domestic Animals. All dogs or other domestic animals shall be restrained at all times on adequate leashes, except in designated areas.

3. Fires. Build or attempt to build a fire except in such designated areas. No person shall with malicious intent throw, or otherwise scatter lighted matches, burning cigarettes or cigars or other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.

4. Closed Areas. Enter an area posted as "Closed to the Public," or use, or abet the use of any area in violation of posted notices.

5. Loitering. Remain idle in essentially one location, which includes the concepts of spending time idly, loafing, walking about aimlessly, and the colloquial expression "hanging around."

6. Boisterousness. Engage in any loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to breach the public peace.

7. Interfere with Permittees. Disturb or interfere unreasonably with any person or persons occupying any area, or participating in any activity under the authority of a permit.

43.12 VENDING AND PEDDLING. No person in a park shall:

1. Expose or offer for sale any article or thing, except under authority of a permit.

2. Announce, advertise, or call the public attention in any way to any article or service for sale or hire, or paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, nor shall any person erect or cause to erect any sign whatever on any public land or highways or roads adjacent to the park.

43.13 PARK OPERATING POLICY.

1. Hours. Parks shall be open to the public during the designated dates as set by the City Council. The opening and closing hours for each individual park shall be posted

therein for public information.

2. Closed Areas. Any section or part of the park may be declared closed to the public.
3. Lost and Found Articles. The finding of lost articles by the park attendant shall be reported to the office of the City Clerk, who shall make every reasonable effort to locate the owners.
4. Permit. Special permits may be issued by the City Council with reference to extraordinary or unusual uses of the park system in question. Such permits may be obtained for conventions, concerts, sporting events and similar uses resulting in the accumulating of unusual crowds. Such permits shall be within the discretion of the City Council, which shall review the application in question, and either allow or deny said application. In the event of a denial, said denial shall contain a statement with reference to reasons for such action.
5. Applications. Applications with reference to park use shall be in writing and shall contain the following:
 - A. The name and address of the applicant.
 - B. The name and address of the persons, person, corporation or association sponsoring the activity, if any.
 - C. The day and hours for which the permit is desired.
 - D. The park or portion thereof for which the permit is desired.
 - E. Any other information which the City Council shall find reasonably necessary for fair determination as to whether or not a permit should be issued.
6. Designated Officials. The City may designate any officials or park attendants necessary to maintain said park and enforce the provisions of this chapter.

43.14 SWIMMING POOL. The City shall have exclusive control of the city swimming pool and the area surrounding it which is incidental to or a part of the pool.

43.15 ENFORCEMENT. The designated representatives of the City shall, in addition to the police force, have the authority to eject from the park any person acting in violation of this chapter. Such representatives shall be State, County or City officials or auxiliary police.

43.16 SPECIAL PERMITS. The City Council reserves the right and shall have the authority to issue special permits to groups or individuals pursuant to applications made by said persons with reference to exclusive or overtime use of any portion or portions of City-owned parks, which permit may restrict the use and either limit or extend said use with reference to the foregoing access time limitations.

43.17 EXTENSIONS OR RESTRICTIONS. The City Council may, by resolution, extend or restrict the hours of public access with reference to city-owned parks, and may in its discretion at any time restrict public access to said parks.

SECTION 2. **Repealer Clause.** Any ordinance, provision or part thereof, which differs or is inconsistent with this ordinance is hereby repealed, to the extent of said difference or inconsistency.

SECTION 3. **Severability.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. **Effective Date.** This ordinance shall be in effect from and after final passage, approval, and posting and publication of this ordinance as required by law.

Passed and approved this ____ day of _____, 2018.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: May 15, 2018

Approved on Second Reading: June 5, 2018

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2018.

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 92, WATER RATES
AND CHAPTER 99, SEWER USER CHARGE**

BE IT ORDAINED by the City Council of the City of Washington, Iowa:

SECTION 1. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 92.02, titled, "Rates for Service", is hereby amended to read as follows by amending Section 92.02 (1) and (2):

"92.02 RATES FOR SERVICE. Water service shall be furnished at the following rates with the City:

1. Base Charge. There shall be a basic monthly water service charge of seventeen dollars and eighty-five cents (\$17.85) per account.
2. Usage Rates. Customers shall be charged for water usage in accordance with the following rate schedule:

(Code of Iowa, Sec. 384.84[1])

Cubic Feet Used Per Month	Rate
All Usage	\$3.97 per 100 cubic feet

”

SECTION 2. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 99.05, titled, "Rates for Service", is hereby amended to read as follows by amending Section 99.05(1) and (2):

"99.05 CHARGES. The monthly sewer use charge shall be in accordance with the following:

1. Non-Residential Customers.

A. For each water meter of every nonresidential property receiving municipal sewer service using 1,400 cubic feet or less of water, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month plus \$3.97 per 100 cubic feet of water used.

B. For each water meter of every nonresidential property receiving municipal sewer service using between 1,401 and 15,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$63.00 per month plus \$3.97 per 100 cubic feet of water used.

C. For each water meter of every nonresidential property receiving municipal sewer service using between 15,001 and 100,000 cubic feet of

water, with or without a water meter, the charge shall be an amount equal to the sum of \$126.00 per month plus \$3.97 per 100 cubic feet of water used.

D. For each water meter of every nonresidential property receiving municipal sewer service using more than 100,001 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$252.00 per month plus \$3.97 per 100 cubic feet of water used.

2. Residential Customers. For each water meter of every residential property (including multiple-family residential properties) receiving municipal sewer service, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month per dwelling unit plus \$3.97 per 100 cubic feet of water used.”

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

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

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

PASSED AND APPROVED by the City Council on the ____ day of _____, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Approved on First Reading: May 15, 2018
Approved on Second Reading: June 5, 2018
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2018.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTERS
65 & 69 REGARDING STOP SIGNS AND PARKING

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 Paragraph.** Section 65.02, “Special Stops Required”, Paragraph 264, is hereby repealed.

SECTION 2. **Add Paragraph.** A new Section 65.02, “Special Stops Required”, Paragraph 264 is added as follows: “West Van Buren Street and South C Avenue (northbound and southbound stop).”

SECTION 3. **Delete Paragraph.** Section 65.03, “Special Yield Required”, Paragraph 37, is hereby repealed.

SECTION 4. **Add Paragraph.** A new Section 65.02, “Special Stops Required”, paragraph 269 is added as follows: “South Seventh Avenue and East Jefferson Street (northbound and southbound stop).”

SECTION 5. **Add Paragraph.** A new Section 69.07, “Handicapped Parking”, Paragraph 3(Y) is added as follows: “The first parking space on south side of East Main Street directly east of the intersection of Iowa Avenue and East Main Street.”

SECTION 6. **Delete Paragraph.** Section 69.08, “No Parking Zones”, Paragraph 39, is hereby repealed.

SECTION 7. **Add Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 39, is added as follows: “North Sixth Avenue, on the west side, from East Fifteenth Street to East Seventeenth Street.”

SECTION 8. **Delete Paragraph.** Section 69.08, “No Parking Zones”, Paragraph 48, is hereby repealed.

SECTION 9. **Add Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 48 is added as follows: “East Van Buren, on the south side, for a distance of nine hundred five (905) feet east of said intersection and from South Seventh Avenue to South Ninth Avenue from August 15 to November 15 of each year.”

SECTION 10. **Delete Section.** Section 69.11, “Parking Limited to Two Hours”, is hereby repealed.

SECTION 11. **Add Section.** A new Section 69.11, “Parking Limited to Two Hours”, is added as follows:

“69.11 PARKING LIMITED TO TWO HOURS. It is unlawful to park any vehicle for a continuous period of more than two (2) hours between the hours of eight o’clock (8:00) a.m. and five o’clock (5:00) p.m. on each day except Sundays and holidays in the area along the curb on the business side of the street, not including parking stalls located directly adjacent to Central Park, upon the following designated streets:

1. Washington Street from Second Avenue-to-Avenue B;
2. Main Street from Second Avenue-to-Avenue B;
3. Iowa Avenue from Jefferson Street to Second Street;
4. The north side of West Second Street from Iowa Avenue to Marion Avenue.
5. North Avenue B from West Main St. to the alley north of the Washington County Courthouse.”

SECTION 12. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 13. **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 _____, 2018.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____ June 5, 2018 _____
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2018.

City Clerk

*Jaron P. Rosien Mayor
Brent Hinson, City Administrator
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*

Mayoral appointments to Five (5) year terms on the Planning & Zoning Commission:

Bill Fredrick; Deran DeLong; & Rhonda Steele

Broom attachment for Case Skid Loader

As you have seen in the M/C purchase request form, you understand the justification for the broom attachment for our skid loader.

With the 3 price quotes, two are relatively close, one out of Minnesota, and the other has a distributor here in Washington through the local John Deere store. I believe that the local John Deere store would be the ethical place to purchase with the difference of only \$142. To order parts such as replacement wafers and barrels which would be available for pick up, and having someone in close proximity that has the resources to assist us if any issues arise in the future.

I have researched the different brooms and watched videos, there seems to be little difference with them all. We do want the 50/50 steel/poly bristles, the poly only bristles will obviously wear faster. I would suggest the 84 inch hydraulic angle broom from Blue-Diamond:Sinclair package.

I will be present for any questions at the Council Mtg.

JJ Bell

Superintendent

M/C Department

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 2017-2018 Budget
Equipment Purchase Request

FOR ITEMS OVER \$5,000

Item: Broom for Case Skid Loader	Account: Road Use <i>Cap Equip 300</i> 110-6-2010-6723 <i>EH</i>
Cost: \$7,000	Dept: M/C

Narrative/Justification: We would like to get a broom attachment for our skid loader for brooming the chips back on 2-3 occasions on the seal coat streets. This would also be helpful cleaning streets where we have been excavating, and especially after installing a lengthy stretch of sewer/water mains in the streets. The Case skid loader we have has a high flow hydraulic in the system which gives us the possibility of numerous attachments for the future if there comes a time and need for it. The broom would be 84 inches in width, our bucket is 80 inches.

We are always borrowing the Cemeteries or Park's Kubota and broom, we will still use those brooms during street line painting in the late evening hours.

Skid Pro Attachments Inc.
 PO Box 982
 Alexandria, MN 56308
 (877)378-4642
 sales@skidpro.com
 www.skidpro.com



QUOTE

ADDRESS
 JJ Bell
 515 East 6th Street
 Washington, IA 52353

SHIP TO
 JJ Bell
 515 East 6th Street
 Washington, IA 52353

QUOTE # 211084
DATE 06/07/2018

SHIP VIA LTL	PHONE 319-653-1538	SALES REP Todd	EMAIL jjbell@washingtioniowa.gov
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ACTIVITY	QTY	RATE	AMOUNT
Carrier Machine Case SV300	1	0.00	0.00
680-1-0001-84 84" Angle Broom w/Poly Bristles - 2 Yr Warranty	1	4,695.00	4,695.00
680-2-0002 Hydraulic Angle Option - 2 Yr Warranty	1	695.00	695.00
FFC Flat Face Couplers - Standard 1/2"	1	95.00	95.00
680-2-0004-84 84" Angle Broom Poly/Steel Bristle Pack - Upgrade Charge	1	100.00	100.00
AU-03-1500-14CS 14-Pin Connector for CASE	1	300.00	300.00
Shipping Shipping – Business Address w/ Loading Dock or Freight Terminal- Valley Cartage	1	247.59	247.59
Discounts ***MUNICIPALITY DISCOUNT***	1	-695.59	-695.59

TOTAL **\$5,437.00**

Accepted By

Accepted Date

Thanks for your business!

Skid Pro Attachments Inc.
 PO Box 982
 Alexandria, MN 56308
 (877)378-4642
 sales@skidpro.com
 www.skidpro.com



QUOTE

ADDRESS
 JJ Bell
 515 East 6th Street
 Washington, IA 52353

SHIP TO
 JJ Bell
 515 East 6th Street
 Washington, IA 52353

QUOTE # 211085
DATE 06/07/2018

SHIP VIA	PHONE	SALES REP	EMAIL
LTL	319-653-1538	Todd	jjbell@washingtioniowa.gov

ACTIVITY	QTY	RATE	AMOUNT
Carrier Machine Case SV300	1	0.00	0.00
680-1-0001-84 84" Angle Broom w/Poly Bristles - 2 Yr Warranty	1	4,695.00	4,695.00
FFC Flat Face Couplers - Standard 1/2"	1	95.00	95.00
680-2-0004-84 84" Angle Broom Poly/Steel Bristle Pack - Upgrade Charge	1	100.00	100.00
Shipping Shipping – Business Address w/ Loading Dock or Freight Terminal- Valley Cartage	1	236.11	236.11
Discounts ***MUNICIPALITY DISCOUNT***	1	-336.11	-336.11

TOTAL **\$4,790.00**

Accepted By

Accepted Date



QUOTE

The Trusted Equipment Source.

Date: 6/25/2018
 INVOICE # [100]
 Expiration Date: [Enter date]

TO: J Bell
 Superintendent
 City of Washington
 Maintenance & Construction Dept
 515 East 6th St
 Washington, IA, 52353
jbell@washingtioniowa.gov
 Cell: 319-653-1538

Salesperson	Lead Time	Shipping Method	Machine Make	Machine Model	Payment Terms	Valid to Date
Nate	1 week	ODFL	TEREX	PT100	Prepaid	01/02/2018

Qty	Item #	Description	Unit Price	Discount	Line Total
1	VA84	0% Virnig Angle Broom 84" with Hyd angle.	\$7,245.00		\$7,245.00
Total Discount				0	\$7,245.00
				Subtotal	\$7,245.00
				Sales Tax	0
				Total	\$7,245.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____



Estimate

06/08/2018

Skid Steer Solutions Inc

Skid Steer Solutions Inc
2314 E Bakerview Road
Suite 102, Bellingham, WA 98226
Phone: 866.966.2538
Fax: 855-415-2535
Email: JAMIELEIB@gmail.com

S312584



Bill To:

City of Washington Maintenance & Constru
JJ Bell-319-653-1538
515 East 6th St
Washington, IA 52353

Ship To:

City of Washington Maintenance & Constru
JJ Bell-319-653-1538
515 East 6th St
Washington, IA 52353

Customer: City of Washington Maintenance & Constru

Contact: City of Washington Maintenanc

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Nate	CC-Visa	Origin	ODFL	Ground - Pallet	06/08/2018

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Drop Ship	MH-HAB-84-1-001-HFFC - Haugen - Rotary Angle Broom - 84" Hydraulic Angle - Metal/Poly Bristles - Flat Face Couplers/Hoss Included.	\$ 7,090.00	1 ea	\$ 7,090.00

Subtotal:	\$ 7,090.00
Sales Tax:	\$ 0.00
Total:	\$ 7,090.00

Approval: _____ Date: _____



Quote Summary

Prepared For:

City Of Washington
515 E 6th St
Washington, IA 52353
Business: 319-653-6584

Prepared By:

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

Quote Id: 17578526
Created On: 07 June 2018
Last Modified On: 08 June 2018
Expiration Date: 14 June 2018

Equipment Summary	Selling Price	Qty	Extended
BLUE-DIAMOND 84" Rotary Broom	\$ 4,932.84 X	1 =	\$ 4,932.84
Equipment Total			\$ 4,932.84

Quote Summary	
Equipment Total	\$ 4,932.84
SubTotal	\$ 4,932.84
Est. Service Agreement Tax	\$ 0.00
Total	\$ 4,932.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 4,932.84

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 17578526

Customer: CITY OF WASHINGTON

BLUE-DIAMOND 84" Rotary Broom

Hours: 0

Stock Number:

				Selling Price
				\$ 4,932.84
Code	Description	Qty	Unit	Extended
Blue Diamond	84" Rotary broom with hydraulic angle	1	\$ 0.00	\$ 0.00
Dealer Attachments				
116085	84" Hydraulic Angle Broom	1	\$ 4,675.00	\$ 4,675.00
116095	84" Poly/Steel Replacement Wafer	1	\$ 710.00	\$ 710.00
216910	Wiring Harness Case/NH/Bobcat	1	\$ 246.51	\$ 246.51
Steel Surcharge	Steel Surcharge per Blue-Diamond	1	\$ 157.68	\$ 157.68
Freight	Freight	1	\$ 331.00	\$ 331.00
Dealer Attachments Total				\$ 6,120.19
Suggested Price				\$ 6,120.19
Customer Discounts				
Customer Discounts Total			\$ -1,187.35	\$ -1,187.35
Total Selling Price				\$ 4,932.84

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



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

Memorandum

June 14, 2018

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

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is written over the printed name of Brent Hinson.

Re: Southeast Sewer Basin 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. It is exciting to be able to get this funding.

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.

Simmering-Cory has advised that since we updated the procurement policy at our last meeting, all of our other policies are in compliance with CDBG requirements.

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

RECIPIENT: Washington
CONTRACT NUMBER: 18-WS-020
EFFECTIVE DATE: June 6, 2018
AWARD AMOUNT: \$600,000
END DATE: June 30, 2021

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.

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

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

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

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

ARTICLE 2 **FUNDING**

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

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

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

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

ARTICLE 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

(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 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
--------------------	-----------------------	----------------

(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 2 CFR part 200, subpart E.

(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.

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.

ARTICLE 11

MISCELLANEOUS

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

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

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

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

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

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

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

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

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


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

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

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

RECIPIENT: Washington

BY:



Mayor
Washington
PO 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, 2016

1.0 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 _____, 2018, 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 as part of a Wastewater System Improvements Project outlined in the 2018 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. If an Archeological Phase 1 Site Survey or an Iowa Site File Search is required, the City will contract directly for those services at their expense. Costs for these services may be eligible for reimbursement through grant funds.
- Will provide the necessary publications and forms required for Release of Funds. The cost of publications will be an additional expense outside the cost of the contract for grant administration services and paid directly by the City.
- 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 (any costs related to the publication or distribution of federal notices is outside the cost of the grant administration contract and the responsibility of the City), 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 (if the City is using SRF funding).
- 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.
- We will provide the public notice and hearing announcements for mid project updates as required by IEDA. Any costs related to the publication of the notice is outside of this grant administration contract and the responsibility of the City.
- We will work with the City and their selected engineer on development of the bid package and compliance with federal bid laws. The cost of any required publications is the responsibility of the City and not a part of this grant administration agreement.
- 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 – \$2,000 every three (3) 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: June 12, 2018 _____

RESOLUTION _____

**RESOLUTION SETTING THE SALARIES FOR THE
APPOINTED OFFICERS AND EMPLOYEES OF
THE CITY OF WASHINGTON FOR FISCAL YEAR 2018-2019.**

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

SECTION 1. In accordance with the results of personnel evaluations conducted by the City Administrator, decisions of the Council and collective bargaining agreements, as applicable, the following persons and full-time positions shall be paid salaries or wages indicated and the Accountant is authorized to issue warrants less legally required authorized deductions from the amounts set out below, bi-weekly, not including longevity pay; and make such contributions to IPERS and FICA and other purposes as required by law or authorization of the Council, subject to audit and review by the City Council:

Police:

Goodman, Greg	\$2,963.78/ppd	Altenhofen, Shamus	\$2,243.04/ppd
See, Ron	\$2,561.72/ppd	Chalupa, Jason	\$2,114.84/ppd
Hanson, Lyle	\$2,561.72/ppd	Huschka, Chad	\$2,371.24/ppd
Hill, Rhonda	\$22.72/hr	Johnson, Brett	\$2,114.84/ppd
Adam, Seth	\$2,243.04/ppd	Sorrells, Brett	\$2,428.93/ppd
Altenhofen, Ben	\$1,986.68/ppd	Van Willigen, Brian	\$2,371.24/ppd

Fire:

Wide, Tom	\$1,656.20/ppd
Chenoweth, Mark	\$1,611.93/ppd
Redlinger, Joe	\$1,672.40/ppd
Wagner, Bill	\$1,664.28/ppd

Library:

Walker, Bryna	\$1,923.08/ppd
Harris, Jenisa	\$15.85/hr
Kunz, Leann	\$19.31/hr
Paarsmith, Allison	\$15.23/hr
Weidner, Jolisa	\$19.32/hr

Maint/Construction:

Bell, JJ	\$2,959.79/ppd
Kleese, Tim	\$27.46/hr
Brinning, Jacob	\$18.33/hr
Crone, Tony	\$20.02/hr
Glandon, Seth	\$18.33/hr
Greiner, Dick	\$24.15/hr
Quigley, Jay	\$27.46/hr
Samo, Benjamin	\$20.02/hr
Wagenknecht, Rick	\$17.27/hr
Wibstad, Zach	\$26.66/hr

Development Services:

Donnolly, Steve	\$26.14/hr
Henkel, Keith	\$28.79/hr

Parks:

Pacha, Nick	\$2,305.93/ppd
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Water Plant:

McCleary, Chad	\$33.53/hr
Wellington, Kyle	\$23.45/hr

Cemetery:

Duvall, Nick	\$26.04/hr
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(CONTINUED)

Administration:

Hinson, Brent	\$4,194.39/ppd
Earnest, Illa	\$2,260.46/ppd
Brown, Kelsey	\$2,388.66/ppd
Krotz, Linda	\$19.09/hr
Wagler, Deb	\$24.60/hr

Sewer Plant:

Doggett, Fred	\$34.08/hr
Whisler, Jason	\$27.46/hr
Turner, Parker	\$20.02/hr

This Resolution shall be effective as of the first pay date in July.

PASSED AND APPROVED this 19th day of June, 2018.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

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



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

Memorandum

June 15, 2018

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

From: Brent Hinson 
City Administrator

Re: International Building Code Adoption Amendment

During the course of design for the new Fire Station, the architect found an issue with our adoption of the 2015 International Building Code. When this was adopted in 2016, we neglected to include the State of Iowa amendments. This is important for the project, because the regular International Code requires a compliant storm shelter to be constructed in commercial buildings of a certain size, but Iowa removed this requirement when they adopted the code. We are creating a "hardened" area within the Fire Station as a safe room for staff, but the costs of fully complying with the International Code in this regard are very high, which is the reason Iowa amended the requirement out of their code. I do not know why we did not approve the State of Iowa amendments in the first place for building code, as this was done in the same ordinance for mechanical and plumbing codes.

We are recommending that the City Council approve this code change prior to bidding the project out at the July 3 meeting. Thus, we would recommend approval on first reading at the June 19 meeting, and suspending the rules on July 3 to allow for final approval at that meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 155.01 OF THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, REGARDING ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2015 EDITION.

BE IT ORDAINED by the City Council of the City of Washington, Iowa;

SECTION 1. Section 155.01 is hereby amended by changing the first sentence of the body of the code section to read as follows: "This code, with State of Iowa amendments as reflected in Chapter 103A of the Iowa Code, is adopted by reference and shall apply to all covered properties within the City."

SECTION 2. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. **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 _____, 2018.

Jaron P. Rosien, Mayor

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 _____, 2018.

Illa Earnest, City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING LEVY,
ASSESSMENT, AND COLLECTION OF COSTS TO
THE WASHINGTON COUNTY TREASURER.**

WHEREAS, trash was removed from the following listed property owner:

The property of Nick Luke located at 515 W. 5th St. for the amount of \$125.00. Legal description (02 04 M M YOUNGS ADD N OF RR) Parcel Number (11-17-158-001).

and,

WHEREAS, due notice was given to the above property owners that said amount would be assessed to the property if payment was not made or an appeal was not made,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the above delinquent payment to be assessed against said property as listed above and that the City Clerk certify a copy of this resolution to the Washington County Treasurer.

Passed and Approved this 19th day of June, 2018

Jaron Rosien, Mayor

Attest:

Illa Earnest, City Clerk

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



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

Memorandum

June 15, 2018

To: Mayor & City Council

Cc: Illa Earnest, City Clerk; JJ Bell, M/C Superintendent; Greg Goodman, Police Chief

From: Brent Hinson
City Administrator

A handwritten signature in blue ink, appearing to be "B. Hinson", is written over the printed name and title.

Re: Parking Regulations- Items Remaining

We discussed parking concerns at the April 24 workshop. Below is a summary of where we are to date. Some of the language is a re-run from my previous memos, in cases where action has not yet been taken.

- 1) South B, South C, North Iowa, North Marion: Go to parking on one side to facilitate better traffic flow? Currently with parking on both sides, the streets are limited to one lane of traffic in spots. South B is already no parking on the west side from Madison to Tyler and on the east side from Tyler to Sitler from 7:30AM-4PM on school days.
 - A. South B: As this is already no parking on the west side on school days, we do not believe further action is warranted at this time.
 - B. South C: It could be argued that circumstances have changed since this street was last reviewed due to the construction/ relocation of the high school. If the Council believes action is warranted, the Council could consider going to no parking on school days on one side of the street, as with B. We do have moving the stop signs at Van Buren & C from east-west stop to north-south stop in the ordinance amendment.
 - C. North Iowa: It appears that the issue identified really only exists between 5th and 6th Street. This is a lower-traffic street, and we do not recommend any change at this time.
 - D. North Marion: This street is higher-traffic than North Iowa, but the primary concern I have heard is from residents about speed. Again, this seems to be a fairly limited problem that may create more harm than good if we attempt to address it. A different resident indicated that they would like to see it go to

alternate-side parking and would further like to see people required to move their vehicles off the street for snow removal.

- 2) Sight distance at C & Monroe: Consider no parking further back from intersection?
 - A. There were sight distance concerns as well as concerns because the street here is relatively narrow. There is currently no parking on the south side. The requester asked us to look at no parking on both sides. Having reviewed this issue as a staff, we believe the street is fine as is, and we are not concerned about limitations to access for emergency vehicles in this stretch.
- 3) Sight distance at South Iowa & Tyler: Consider no parking further back from intersection? We are still attempting to get a meeting set up with Halcyon House on this issue. We believe that the issues along Tyler can largely be addressed with enforcement of the current ordinance prohibiting blocking a sidewalk, and we believe restricting parking for at least 50' south of the intersection on South Iowa would be helpful for sight distance looking south.
- 4) North 6th Avenue: Addressed by ordinance amendment.
- 5) Downtown Parking: Addressed by ordinance amendment unless Council sees the need for further changes.
- 6) South 4th Avenue just north of intersection with Tyler: We plan to paint stalls near Tyler and South 4th as discussed. This change does not require formal action.
- 7) Handicap parking request on East Main: Addressed by ordinance amendment.
- 8) On Van Buren at Case Field: Addressed by ordinance amendment.
- 9) North Marion: See above in 1(D).
- 10) Monroe from C to E: See discussion above in 2(A).
- 11) North B and 2nd Street: Per Fran- was addressed directly with person parking truck near the intersection and does not need further action.
- 12) Prospect Place: It is our staff determination that this issue cannot be effectively addressed through an ordinance amendment, and no further action is recommended.