



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, February 21, 2023

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/84413261389?pwd=Sy9VMjg1dHpoYkkwTzFPTy84aUF2dz09>

Meeting ID: 844 1326 1389

Passcode: 6536584

Call to Order

Pledge of Allegiance

Oath of Office – Ward 2 Councilor

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 21st, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes February 7, 2023
2. Bolton & Menk, Airport Runway 18/36 Lighting, \$1,459.00
3. Bolton & Menk, Airport Fuel System Repair, \$970.00
4. FOX Strand, Downtown Streetscape Study, \$16,125.00
5. FOX Strand, Water Main Improvements, \$1,038.00
6. Gronewold, Bell, Kyhnn & Co. P.C., Progress Billing, \$2,000.00
7. Lynch Dallas, P.C., Professional Services, Police Negotiations, \$92.50
8. Lynch Dallas, P.C., Professional Services, Public Works Negotiations, \$37.00
9. SRF Consulting Group, Inc., Quiet Zone Study, \$7,186.33
10. SRF Consulting Group, Inc., Quiet Zone Study, \$10,426.49
11. The Wagon Wheel, 521 East 7th Street, Class C Retail Alcohol License, Living Quarters, Outdoor Service Area (**renewal**)
12. Department Reports

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 minutes

CLAIMS & FINANCIAL REPORT

- Claims for February 21, 2023
- January 2023 Financial Report

NEW BUSINESS

1. **Public Hearing** on the Total Maximum Property Tax Dollars to be Levied in the Fiscal Year 2024 Budget
2. Discussion and Consideration of a Resolution Setting the Total Maximum Property Tax Dollars to be Levied in the Fiscal Year 2024 Budget
3. Discussion and Consideration of Pool Filter Request for Proposal
4. Discussion and Consideration of a Resolution Setting Mayor Pro Tem Pay
5. Discussion and Consideration of a Resolution Approving Contract with FEH Design and Washington Public Library
6. Discussion and Consideration of a Resolution Approving Grant Agreement with the Iowa Finance Authority for the Home Rehabilitation Block Grant Pilot Program
7. Discussion and Consideration of Third and Final Reading of an Ordinance Amending Chapter 130 – Public Sale of Food and Beverages From Mobile Food Vendors in City Limits
8. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 165.23 of the Code of Ordinances Regarding Home Occupations
9. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 165 of the Code of Ordinances Regarding Short-Term Rental Properties
10. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 77 ATV/Golf Cart Ordinance

WORKSHOP

- FY24 Budget

CLOSED SESSION

- Closed Session per Iowa Code 21.5(j) – To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor Pro Tem

Illa Earnest

Bethany Glinsmann

Elaine Moore

Ivan Rangel

Fran Stigers

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 2-7-2023

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, February 7, 2023, at 6:00 p.m. Mayor Pro Tem Youngquist in the chair.

On roll call present: Earnest, Glinsmann, Moore, and Youngquist. Absent: Stigers. Vacant: Ward 2.

Mayor Pro Tem Youngquist read a letter from Mayor Rosien stating he is taking a formal leave of absence without pay pending the resolution of charges filed against him. Youngquist and Moore made statements in favor of Mayor Rosien's leave of absence.

Motion by Earnest, seconded by Moore, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, February 7, 2023, be approved. Motion carried.

Consent:

1. Council Minutes January 17, 2023
2. Council Minutes January 31, 2023 – special session
3. Ahlers & Cooney, P.C., Amendment No. 2 to the Unified South Central Residential Urban Renewal Plan, \$168.50
4. Bolton & Menk, Airport Fuel System Repair, \$1,455.00
5. Bolton & Menk, Airport Runway 18/36 Lighting, \$2,972.50
6. FOX Strand Associates, 2021 Washington Water Main Improvements, \$1,027.02
7. Kevin Olson, City Attorney, January 2023 Legal Services, \$1,482.30
8. Veenstra & Kimm Inc., Engineering Services for YMCA Phase II Site Plan Review, \$878.00
9. Veenstra & Kimm Inc., Engineering Services for 12th Avenue and Washington Street Intersection Improvements, \$7,016.92
10. Wine And Spirits, 106 W. 2nd Street, Class E Retail Alcohol License, Automatic Renewal (**renewal**)
11. Fareway Stores, Inc. #554, 301 North Marion Avenue, Class E Retail Alcohol License, Automatic Renewal (**renewal**)
12. Hy-Vee Food Store, 528 Highway 1, Class B Retail Alcohol License (**renewal**)
13. Department Reports

Motion by Glinsmann, seconded by Moore, to approve consent items 1-13. Motion carried.

Motion by Earnest, seconded by Glinsmann, to affirm mayoral appointment of Merle Hagie to fill a vacancy on the Board of Adjustment with a term ending June 30, 2024. Motion carried.

Code Enforcement Officer Elaine Jennings presented the monthly nuisance update.

Presentation from the public: None.

Claims for February 7, 2023 were presented by Finance Director Kelsey Brown.

Motion by Glinsmann, seconded by Moore, to approve the claims for February 7, 2023. Motion carried.

Motion by Moore, seconded by Earnest, to open the public hearing for the MSJ Rebate Development Agreement. Motion carried. No oral or written objections were received.

Motion by Moore, seconded by Glinsmann, to close the public hearing. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried.

Jeff Hazelett with MSJ answered questions related to the item. After discussion, motion by Moore, second by Earnest, to approve the Resolution Approving the MSJ Rebate Development Agreement. Roll call on the motion: Ayes: none. Nays: Earnest, Glinsmann, Moore, and Youngquist. Absent: Stigers. Vacancy: Ward 2. Motion failed.

Motion by Earnest, seconded by Moore, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried. **(Resolution 2023-010)**

Building and Zoning Official Jeff Duwa answered questions regarding the YMCA Pool Addition Major Site Plan. Motion by Moore, seconded by Glinsmann, to approve a Resolution Approving a Major Site Plan for the Washington YMCA Pool Addition at 520 West 5th Street. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried. **(Resolution 2023-011)**

Motion by Moore, seconded by Earnest, to approve a Resolution Approving the Base Pay Scale of the Washington Police Department, Effective March 4, 2023. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried. **(Resolution 2023-012)**

Engineer Steve Soupir with FOX Strand Associates presented the Downtown Streetscape Project Phase 2 Concept Plan. Council discussed. No action was taken.

Motion by Glinsmann, seconded by Earnest, to approve the Second Reading of an Ordinance Amending Chapter 130 – Public Sale of Food and Beverages From Mobile Food Vendors in City Limits. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried.

City Attorney Kevin Olson stated the change is to reflect changes made by the state legislature. Motion by Earnest, seconded by Moore, to approve the First Reading of an Ordinance Amending Chapter 165.23 of the Code of Ordinances Regarding Home Occupations. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried.

Motion by Glinsmann, seconded by Moore, to approve the First Reading of an Ordinance Amending Chapter 165 of the Code of Ordinances Regarding Short-Term Rental Properties. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried.

Motion by Moore, seconded by Glinsmann, to approve the First Reading of an Ordinance Amending Chapter 77 Golf Carts and Utility Trail Vehicles Ordinance. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers.

Vacancy: Ward 2. Motion carried.

Council went into workshop to discuss the Fiscal Year 24 budget. Department heads presented their budgets and answered council questions.

Motion by Moore, seconded by Earnest, to go into closed session per Iowa Code 21.5(j) – To Discuss the purchase or sale or particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried.

Council went into closed session at 8:03 p.m.

Motion by Moore, seconded by Earnest, to end closed session at 8:16 p.m. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, and Youngquist. Nays: none. Absent: Stigers. Vacancy: Ward 2. Motion carried.

No action was taken regarding the closed session.

Department reports were presented.

Motion by Glinsmann, seconded by Moore, that the Regular Session held at 6:00 p.m., Tuesday, February 7, 2023, is adjourned at 8:20 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
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City of Washington
 Washington Airport Commission
 Kevin Erpelding, Chairman
 215 East Washington
 Washington, IA 52353

January 31, 2023
 Project No: 0T5.126255
 Invoice No: 0306036
 Client Account: WASHINGT_CI_IA

Washington/Runway 18/36 Lighting

Construction (002)

Professional Services

	Hours	Amount	
Design Engineer	6.00	733.00	
Project Manager	4.00	726.00	
Totals	10.00	1,459.00	
Total Labor			1,459.00
			Total this Task \$1,459.00
			Total this Invoice \$1,459.00

301-6-6020-6716
~~002-0-2080~~ Initials JE
 EXP. 18-36 LIGHTS
 Vender # _____ Date Rec. 2-14-2023
 Due Date _____ Inv # _____



Real People. Real Solutions.

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 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

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 To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

January 31, 2023
 Project No: 0T5.125319
 Invoice No: 0306023
 Client Account: WASHINGT_CI_IA

Washington Airport/Fuel System Repair

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

Fee

Total Fee	48,500.00		
Percent Complete	86.00	Total Earned	41,710.00
		Previous Fee Billing	40,740.00
		Current Fee Billing	970.00
		Total Fee	970.00
		Total this Task	\$970.00
		Total this Invoice	\$970.00

301-6-6020-6705
~~002-0-2080~~ Initials KEA
 EXP. Fuel farm
 Vender # _____ Date Rec. 2-14-2023
 Due Date _____ Inv # _____



PROJECT STATUS REPORT

Downtown Streetscape Study

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: February 8, 2023

TO: Deanna McCusker
City Administrator
City of Washington
215 East Washington St.
Washington, IA 52353

RE: Downtown Streetscape Study
FOX Strand PN: 7046.022

DELIVERY: USPS

ITEMS: January Invoice

COMMENTS:

The attached invoice includes work completed for the Downtown Streetscape Study as follows:

Study Phase

1. Correspondence and meetings with City staff.
2. Review of city records.
3. Development of concept plan for study area.
4. Review of concept plan with City staff.
5. Development of concept level opinion of probable project costs.
6. Development of summary report.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink, appearing to read 'Steven P. Soupir'.

Steven P. Soupir, P.E., CFM
Project Manager



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Deanna McCusker
 City Administrator
 City of Washington
 City Hall
 215 East Washington Street
 Washington, IA 52353

February 13, 2023
 Project No: 7046.022
 Invoice No: 0193819

Professional Services: Beginning of Project through January 31, 2023

Project	7046.022	Downtown Streetscape Study		
Fee				
Total Fee		21,500.00		
Percent Complete		75.00	Total Earned	16,125.00
			Previous Fee Billing	0.00
			Current Fee Billing	16,125.00
			Total Fee	16,125.00
			Total this Invoice	\$16,125.00



PROJECT STATUS REPORT

2022 Washington Water Main Improvements

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: February 8, 2023

TO: Deanna McCusker
City Administrator
City of Washington
215 East Washington St.
Washington, IA 52353

RE: 2022 Washington Water Main Improvements Project
FOX Strand PN: 7046.011 (3424-20B)

DELIVERY: USPS

ITEMS: January Invoice

COMMENTS:

The attached invoice includes work completed for the 2022 Washington Water Main Improvements Project as follows:

Construction Administration

1. Correspondence with City staff and contractor regarding tree removal, schedule, and pipe material availability, and contract.

If you have questions or concerns, please contact me.

Thank You,

A handwritten signature in blue ink, appearing to read 'Steven P. Soupir'.

Steven P. Soupir, P.E., CFM
Project Manager



FOX Strand
 414 South 17th Street, Suite 107
 Ames, IA 50010-8106
 (515) 233-0000

Invoice

Deanna McCusker
 City Administrator
 City of Washington
 City Hall
 215 East Washington Street
 Washington, IA 52353

February 13, 2023
 Project No: 7046.011
 Invoice No: 0193882

Professional Services: January 1, 2023 through January 31, 2023

Project	7046.011	2021 Washington Water Main Improvements - Final Design	
Fee			
Total Fee		74,100.00	
Percent Complete	100.00	Total Earned	74,100.00
		Previous Fee Billing	74,100.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Project	0.00

Project	7046.012	2021 Washington Water Main Improvements - CDBG Grant Additional Services	
		Total this Project	0.00

Project	7046.013	2021 Washington Water Main Improvements- Permitting	
		Total this Project	0.00

Outstanding Invoices

Number	Date	Balance
0192642	1/12/2023	335.02
Total		335.02

Project	7046.014	2021 Washington Water Main Improvements - Bidding	
Fee			
Total Fee		8,600.00	
Percent Complete	100.00	Total Earned	8,600.00
		Previous Fee Billing	8,600.00
		Current Fee Billing	0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Project	7046.011	Washington Water Main - Final Design	Invoice	0193882
Total Fee				0.00
			Total this Project	0.00

Project	7046.015	2021 Washington Water Main Improvements - Easements		
			Total this Project	0.00

Project	7046.016	2021 Washington Water Main Improvements - Property Survey		
Fee				
Total Fee		14,000.00		
Percent Complete	100.00	Total Earned	14,000.00	
		Previous Fee Billing	14,000.00	
		Current Fee Billing	0.00	
Total Fee				0.00
			Total this Project	0.00

Project	7046.017	2021 Washington Water Main Improvements - Topographic Survey		
Fee				
Total Fee		21,700.00		
Percent Complete	100.00	Total Earned	21,700.00	
		Previous Fee Billing	21,700.00	
		Current Fee Billing	0.00	
Total Fee				0.00
			Total this Project	0.00

Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
Fee				
Total Fee		69,200.00		
Percent Complete	10.00	Total Earned	6,920.00	
		Previous Fee Billing	5,882.00	
		Current Fee Billing	1,038.00	
Total Fee				1,038.00
			Total this Project	\$1,038.00

Project	7046.019	2021 Washington Water Main Improvements - Post Construction/Record Drawings		
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TERMS: Payment is due within 30 days of the date on this invoice.

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7046.011	Washington Water Main - Final Design	Invoice	0193882
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Fee

Total Fee	7,600.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

Project	7046.020	2021 Washington Water Main Improvements - Construction Staking		
		Total this Project		0.00
		Total this Invoice		\$1,038.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Gronewold, Bell, Kyhnn & Co. P.C.

1910 E. 7th Street
P.O. Box 369
Atlantic, IA 50022
712-243-1800

CITY OF WASHINGTON
215 EAST WASHINGTON ST.
WASHINGTON, IA 52353

Invoice No. 29625
Date 01/31/2023
Client No. 03793

Progress billing on audit of financial statements
for the year ended June 30, 2022.

\$ 2,000.00

Interest at 18% per annum will be charged on any balance not paid within 30 days of receipt of invoice.

IN ACCOUNT WITH
 LYNCH DALLAS, P.C.
 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
 FEDERAL ID 42-1378496

City of Washington

Page: 1
 February 07, 2023
 Account No: 230648-00100C
 Statement No: 204613

Police Negotiations

Professional Services

		Hours	
09/12/2022	WHS Email to and from client regarding demand to negotiate from Teamsters (.1).	0.10	
09/26/2022	WHS Email to and from client regarding status of certification issues with PERB (.1).	0.10	
10/04/2022	WHS Email from PERB regarding revocation of certification issue and forward to client and also review PERB rules regarding certification of revocation issues (.3).	<u>0.30</u>	
	Current Services Rendered	0.50	<u>92.50</u>

Recapitulation

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
WILFORD H STONE	0.50	\$185.00	\$92.50

Total Current Services and Expenses	92.50
Previous Balance	\$296.00

Payments

09/27/2022	Payment on Account - Thank You	-296.00
	Balance Due	<u>\$92.50</u>

IN ACCOUNT WITH
 LYNCH DALLAS, P.C.
 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
 FEDERAL ID 42-1378496

City of Washington

Page: 1
 February 07, 2023
 Account No: 230648-00200C
 Statement No: 204614

Public Works Negotiations

Professional Services

		Hours		
01/17/2023	WHS Email from client regarding negotiations and review latest contract that expires June 30, 2023, and email to her regarding possible next steps (.1).	0.10		
01/18/2023	WHS Emails to and from client regarding wage increase for new employees and collective bargaining agreement and possible memorandum of understanding for new employees (.1).	0.10		
	Current Services Rendered	0.20	37.00	
	<u>Recapitulation</u>			
	<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
	WILFORD H STONE	0.20	\$185.00	\$37.00
	Total Current Services and Expenses			37.00
	Balance Due			<u>\$37.00</u>

**PLEASE MAKE CHECKS PAYABLE TO:
 LYNCH DALLAS, PC.**

PAYMENTS RECEIVED AFTER STATEMENT DATE
 WILL APPEAR ON YOUR NEXT MONTH'S BILL.
 PLEASE INCLUDE ACCOUNT NUMBER ON YOUR
 CHECK OR RETURN A COPY OF YOUR BILL.



SRF Consulting Group, Inc.
 3701 Wayzata Boulevard, Suite 100
 Minneapolis, MN 55416-3791

P. 763.475.0010
 F. 1.866.440.6364

INVOICE

Invoice Date: January 31, 2023
 Invoice No: 16122.00 - 4

Ms. Deanna McCusker
 City Administrator
 City of Washington
 215 East Washington Street
 Washington, IA 52353

Email: dmccusker@washingtioniowa.gov

Re: Washington, IA Quiet Zone Study

Professional Services for period ending January 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Professional VIII				
Mielke, Andrew	9.00	260.00	2,340.00	
Professional V				
Scott, Justin	1.00	199.15	199.15	
Professional III				
Androsky, Charles	32.50	142.99	4,647.18	
Totals	42.50		7,186.33	7,186.33

Budget Status	Budget	Current	Prior	To-Date
Total Billings	36,000.00	7,186.33	15,187.43	22,373.76
Remaining				13,626.24

Total Amount Due this Invoice **\$7,186.33**

Outstanding Invoices

Number	Date	Balance
2	11/30/2022	10,426.49
3	12/31/2022	1,894.15
Total		12,320.64

Total Now Due **\$19,506.97**



SRF Consulting Group, Inc.
 3701 Wayzata Boulevard, Suite 100
 Minneapolis, MN 55416-3791

P. 763.475.0010
 F. 1.866.440.6364

INVOICE

Invoice Date: November 30, 2022
 Invoice No: 16122.00 - 2

Ms. Deanna McCusker
 City Administrator
 City of Washington
 215 East Washington Street
 Washington, IA 52353

Email: dmccusker@washingtioniowa.gov

Re: Washington, IA Quiet Zone Study

Professional Services for period ending November 30, 2022

Professional Personnel

	Hours	Rate	Amount	
Professional VIII				
Mielke, Andrew	21.50	255.00	5,482.50	
Professional III				
Androsky, Charles	28.00	134.87	3,776.36	
Smith, Tyler	1.00	134.90	134.90	
Professional II				
Thorkelson, Erik	1.50	93.32	139.98	
Totals	52.00		9,533.74	9,533.74

Reimbursable Expenses

Mileage	573.75	
Hotel	222.46	
Meals	96.54	
Total Reimbursables	892.75	892.75

Budget Status	Budget	Current	Prior	To-Date
Total Billings	36,000.00	10,426.49	2,866.79	13,293.28
Remaining				22,706.72

Total Amount Due this Invoice **\$10,426.49**

DM

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

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

Business Name: **The Wagon Wheel**

Business Address: **521 East 7th Street**

App #: **App-173546**

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

Beer/Wine Permit: **Class C Retail Alcohol License**

Liquor License:

Automatic Renewal:

Cigarette License:

Dance Permit:

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

Living Quarters: **X**

Outdoor Service Area: **X**

Catering Privilege:

Date of Council Meeting: **February 21, 2023**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off _____ . Date 1-26-2023

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ . Date _____

10 AM Fri.

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

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

Business Name: **The Wagon Wheel**

Business Address: **521 East 7th Street**

App #: **App-173546**

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

Beer/Wine Permit: **Class C Retail Alcohol License**

Liquor License:

Automatic Renewal:

Cigarette License:

Dance Permit:

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

Living Quarters: **X**

Outdoor Service Area: **X**

Catering Privilege:

Date of Council Meeting: **February 21, 2023**

Police: DCI background check and/or local background check: Yes: No:

Police Chief sign off _____ . Date _____ .

Fire: fire inspection done. Yes: No: _____

Fire Chief sign off  . Date **2/3/23** 



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Hollywood 22, LLC	The Wagon Wheel	(319) 653-3637		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
521 East 7th Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
521 East 7th Street	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Brandon Banks	(319) 461-5163	bbanksracing22@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044131	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Mar 1, 2023	Feb 29, 2024		
SUB-PERMITS			
Class C Retail Alcohol License			



PRIVILEGES

Living Quarters, Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brandon Banks	Washington	Iowa	52353	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Mar 1, 2023

POLICY EXPIRATION DATE

Mar 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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



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

City Administrator Report
February 17, 2023

Project Updates:

Country Club View Subdivision: Water main installation continuing.

East Adams: Many utilities need to be moved yet and then they will be back to do sidewalks and grade and finish.

Water Main: This project will start in the spring. There are some supply chain issues so this may affect the overall timeframe for the project. Still working on getting right of entry forms.

Buchanan Street: Punch list items to be finished in the spring.

Trip Hazard Program: 50% of sidewalks have been inspected. The plan is to finish inspections by March 3rd and get letters out within 2 weeks.

Meetings Attended:

Attended the legislative forum on Friday in Kalona. Attended Main Street meeting, held Development Services and Admin meetings, meeting was held at the cemetery, attended the public meeting on the railroad quiet zone, had a phone call meeting with Kalen from the paper, zoom meeting regarding some training possibilities for department heads, attended the fire trustees meeting and meal, Kiwanis AMER's, meeting with Paws & More, housing initiative meeting and WEDG meeting.

Next week's meetings include phone conference call concerning additional requirements for grant to be used at wellness park, exit interview with Nick Duvall, M/C interviews, ECICOG, nuisance meeting, healthy hometown meeting, Council one-on-ones and Department head one-on-ones.

Worked on an information sheet and survey concerning the quiet zone and closing crossings. Thanks to Sally for her help on this. Working on making some updates to the Council Code of Conduct and Employee handbook. Have been reviewing most recent information on the recalculation of the rollback bill, which passed on Wednesday and is on the way to the Governor's desk. We will review this in more depth at the March 7th meeting since we will have the updated information from the County.

City Hall and other city buildings will be closed on Monday, February 20th as a holiday for President's Day.

"One of the 100 Best Small Towns in America"

Washington Fire Department
215 East Washington Street
Washington, Iowa 52353
(319) 653-2239 Phone
(319) 653-5273 Fax
www.washingtoniowa.gov



Brendan DeLong- Fire Chief
Bill Hartsock- 1st Asst Fire Chief
Jim Williams- 2nd Asst Fire Chief
Carrie Ornduff- Asst Chief of EMS

January 2023 Activity Report

Structure fires- 2
Vehicle Fires – 1
Weather related- 0
Mutual aid assists- 0
Hazardous Incidents- 3
Grass fires- 1
Investigate/good intent- 4
Rescue/accidents- 1
Medical- 62
January calls for service- 74

January 2023 - calls for service

Fire calls - 11
Medical calls – 62
Rescue calls- 1
Total calls - 74

EMS Continues to be busy with 62 calls for service in January. There were two structure fires in January. One was at 2322 303rd Street on January 3. This was a total loss. Crews safely extinguished the fire, the cause appears to be a wood stove. This fire presented numerous challenges, including visibility & access. The second was a hog building fire in utility room. This was minor but could have been much worse. Crews were able to search for any fire extension and the fire was deemed to be electrical in nature.

No monthly training was held in January. We take December & January off to allow members to be with their families over the holidays. Training will resume in February.

I worked on the FY24 budget requests, attended numerous department head meetings, county EMS & county fire meetings. We also had a new member join our EMS unit. She is a RN at the ER in Washington. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station.

We held our annual pancake fundraiser on January 11th, 2023. We served around 2400 people and raised money for equipment purchases. This year, this money went towards new firefighting gloves for every member. Thank you for your support!

We are here and ready to respond. Be safe!

Brendan S. DeLong
Fire Chief
Washington Fire Department

Washington Volunteer Fire Department

Meeting Minutes

January 4, 2023

Call to order at 7:15 pm

November Fire/EMS Calls:

9 City Fires	\$2,270
6 Rural Fires	\$1,580
68 EMS Calls	\$ 710
Drills	\$ 0
Total	\$4,560

Meeting opened with Chief DeLong in charge. Minutes were read from last meeting; Tom B motioned to approve; seconded by Joey; motion approved. Treasurer report was read; Scott motioned to approve; seconded by Andy; motion approved.

Motion to pay bills by Scott; seconded by Andy; motion passed.

Membership: Luis Murguia has stepped down from being a firefighter, so currently there is an open roster position. An applicant will be interviewed later this month.

Communications: Greiner Buildings donated \$2,500 and asked mutual aid departments receive some of the donation. It was agreed upon that \$250 be given to Wayland, Riverside, Wellman, Brighton, and Kalona.

Committees: **Social:** Provided a delicious meal before meeting

Pancake: Pancake day is January 11; on Monday help will be needed setting up the station; on Tuesday supplies will need to be picked up; and start early on Wednesday to get food ready for deliveries.

Dance/Gun Raffle: Nothing

Golf: Nothing

Rescue Discussion

Old Business: County fire meeting at Brighton; need physical reports turned back in after reviewing; and March 25 & 26 county training at Riverside.

New Business: Spouse appreciation at 7 p.m. at Lebowski's on February 11; township meeting February 15 at 6:30 p.m.; leadership Washington will be touring the station on February 8; dates for meeting and training are available; box alarms are updated; a new engine 1 budgeted to be purchased on June 30, 2025-see Brendan if you want to be part of the engine design; captains and training officer will be the same for 2023; please respond if available especially structure fires; and chief update given.

Discussion of Calls: Greiner Building is under investigation still; Wenger fire was a challenge and everyone did a great job controlling the fire; and Ainsworth fire had good accountability.

Roll taken; Motion to adjourn by Zach T; seconded by Kevin; motion passed at 8:20 p.m.

Minutes completed by:

Philip Morris - secretary

MAINTENANCE & CONSTRUCTION DEPT. REPORT

1-21-23/2-3-23

STREETS: Personnel salted on numerous occasions with slick road conditions. Personnel cold mixed potholes using nearly 1 ton of product. A street ID sign was replaced at North 12th Ave-East 15th St.

WATER DISTRIBUTION: Personnel had 17 water services for nonpayment. Personnel repaired the 4th water main break located at 1310 North Marion Ave.

SEWER COLLECTION: Personnel checked out a sewer on North 3rd Ave in the 1600 block where a resident was experiencing a sewer back up.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced 104 (replaced brake assembly & brake booster & reservoir), John Deere End Loader (repaired broken mount;left side flasher), PD 306 (began work replacing motor-old motor is out) and had Over Head Doors come and add a few openers for the shop.

OTHER: Personnel responded to 16 One Call Locates. Personnel hauled numerous loads of spoil away from the shop. 90 bags were filled for barricades being placed up around construction areas. Personnel have been giving 2 rooms makeovers tearing out carpet and floor tile and repainting walls.

*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.



Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

Activity Report January 2023

Rhonda Hill
Administrative Assistant

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Aaron Kephart
Police Officer

Tanner Lavelly
Police Officer

Mia Brdecka
Police Officer

The Police Department logged 327 calls for service and 41 reportable incidents in January.

Criminal Mischief, Thefts and Harassment led the reports with five each.

Officers spent a lot of time in the schools during January. Chief Lester, Lt. Altenhofen, Sgt. Altenhofen and Officer Brdecka provided social media and online safety presentations to all 350 Washington Middle School students. K-9 Dex and handler Officer Kephart joined Officer Brdecka interacting with students at Lincoln Elementary during their Family Literacy Night; Sgt. Chalupa and Officer Brdecka visited Ms. Goodwin's first graders at Stewart Elementary to read a book and talk about their role in the community as police officers; and Lt. Altenhofen and Sgt. Altenhofen were invited to take part in a Q & A session to kick-off Catholic Schools Week at St. James Elementary.

Sgt. Altenhofen gave a presentation on personal safety and situational awareness to members of the Washington YMCA.

Investigator VanWilligen and Chief Lester attended the Iowa Sex Crimes Investigators Association Conference, January 23-25 in Johnston, Iowa.

Officer Raymer's last day was January 11th. We wish him well and look forward to work with him in his new role as an Iowa State Patrol Trooper.

Respectfully submitted,



Jim Lester
Chief of Police

Washington Police Department

215 East Washington Street

Washington, Iowa 52353

Phone: 319-653-2256 Dispatch: 319-653-2107

2023 Activity & Offense Report For the Month of: January

ACTIVITY	Previous Month	Current Month	Year – to – Date
Calls For Service	349	327	327
Animal Calls	21	14	14
Traffic Citations / Warnings	17	27	27
Parking Tickets	27	0	0
Golf Cart/UTV Registrations	0	0	0
Vehicle Unlocks	29	20	20
Arrest Warrants Served	5	7	7
Search Warrants Served	0	1	1
Mental Health Crisis	10	13	13
Traffic Stops	29	57	57
Traffic Accidents	29	11	11
Arrests	20	27	27
Reportable Offenses	33	41	41
Assault	4	3	3
Burglary	0	1	1
Burglary to Motor Vehicle	3	3	3
Domestic Assault	0	2	2
No Contact Order Violation	0	2	2
Criminal Mischief/Vandalism	5	5	5
Drunkenness (Intoxication)	1	0	0
Driving Intoxicated (OWI)	2	1	1
Drug Offense	3	4	4
Drug Paraphernalia	0	1	1
Harassment/Intimidation	4	5	5
Sex Offense	1	2	2
Theft (Includes Shoplifting)	2	5	5
Trespass	3	1	1
Weapons Violation	0	1	1

This chart indicates a summary of the activity and offenses the Washington Police Department responded to during the reporting period. Some activity/offense types have been combined to simplify reporting. It should be noted an offense does not always result in an arrest. Calls for service do not always include return phone calls, assistance to other agencies and instances where officers are approached while on patrol for minor issues or requests for assistance.

**WWTP report
February 21st , 2023
Council meeting**

- **After hour alarm and dog call outs –**
2-11-23 Dog call to 1508 N Iowa @ 2:15 p.m. Dylan
2-12-23 Dog call to 1508 N Iowa @ 2:10 p.m. Dylan
2-15-23 Dog call to 605 S 15th ave. @ 5:45 p.m.
- **Dept Head meetings –Feb.7th and 14th**
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
- **KCTC switch-**On Jan 10th we had our internet service switched from Windstream to KCTC and our phone numbers to be ported over on the 13th of Feb. to KCTC.
- **IRWA Annual Conference-**I will be attending the Iowa Rural Water Association annual conference in Des Moines February 20th-22nd.
- **TSS Meter-** The Final Effluent TSS meter was malfunctioning, we removed it and is out for repair at this time.
- **Bi-Annual Inspection-**The IDNR completed their bi-annual inspection at the WWTP on February 8th. All in all it went really well, I just need to work with Fox/Strand to update our 5 year sludge plan.
- **WWTP January 2023, Discharge Monitoring Report (DMR) –** Average daily flow **1.289 million gallons (mg)**, maximum daily flow **2.122 mg**, minimum daily flow **0.942 mg**. There were **zero (0)** violations of the WWTP’s NPDES discharge permit. Total precipitation for January = **>2.07”** (recorded at the WWTP).

CBOD5 removal 85% required	result = 98.9 %
Influent CBOD5 monthly total =	1025.2 mg/L
Effluent CBOD5 monthly total =	10.26 mg/L

TSS removal 85% required	result =99.2 %
Influent TSS monthly total =	1888 mg/L
Effluent TSS monthly total =	15 mg/L

The Plant is Required 85% removal of both CBOD aTSS.

***Due to all Effluent samples being under detection levels the results are counted as 0**

**Jason Whisler
2/16/2023 11:20 A.M.**

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

Water Plant Operations: I submitted our December MOR to the DNR. I completed our annual Water Use Report and submitted it to the DNR. We read water meters, book 7, our monthly extra meter list, all unread meters, and re-reads. We changed 12 water meters in January. We continue to work on changing dead meters. We collected routine monthly bacteria samples and the results were absent. Our bulk chemicals were filled up. We recorded our monthly well levels and changed bag filters. I worked on budget and submitted budget narrative to Deanna and council. Jeff Duwa used our explorer for training. I registered us with the EPA for future sampling. Jetco came and installed a new router for our SCADA system. They also did computer/SCADA updates and renewed our carbonite storage agreement for backup storage. Frank Millard came and installed new coils on our hanging unit in our electrical room. The parts were covered under warranty, we just had to pay for labor. We cleaned our chlorine injection point. We had 4 shut offs this month and they are all back on. I would like to thank Sally for putting together a lead service line document for us.

Annual Water Use Report: Every year in January I have to submit an annual water-use report to the DNR. This report shows how much water we have pumped throughout the year. We pumped 358.8 million gallons of water in 2022. We average 29.9 million gallons a month and 983 thousand gallons a day. Our highest flow month was July with 33 million gallons pumped and the lowest being April with 26.5 million gallons pumped.

Operators: Will and I both split up weekend duties evenly. We both plan to take certification exams in the near future.

Meetings attended: Weekly staff meetings, 1 on 1 with Deanna, Budget meeting, staff meeting regarding situation with the mayor and a city council meeting.

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

Thanks, stay safe!

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
FEBRUARY 21, 2023**

POLICE	AMAZON CAPITAL SERVICES	UNIFORM SUPPLIES	35.60
	BDH TECHNOLOGY LLC	PRINTER REPLACE-302/SOFTWARE	775.00
	CAPPER CHRYSLER DODGE JEEP RAM	HEADLIGHT/REPAIR 307	1,000.55
	CITY OF WASH - PETTY CASH	PETTY CASH	4.50
	COBB OIL CO, INC.	FUEL	1,338.40
	CUSTOM IMPRESSIONS INC	POLO - BRDECKA/STAMP	76.92
	MARCO, INC.	COPIER-PRINTER LEASE	442.31
	MINCER FORD	MODULE REPAIR	332.47
	VERIZON WIRELESS	WIRELESS SERVICE	1,172.36
		TOTAL	5,178.11
FIRE	ACE-N-MORE	SUPPLIES	41.98
	ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
	AMAZON CAPITAL SERVICES	E-1 PARTS	13.80
	COBB OIL CO, INC.	FUEL	424.80
	FIRE SERVICE TRAINING BUREAU	TRAINING - EVANS	100.00
	HIWAY SERVICE CENTER	SUPPLIES	86.96
	RACOM CORPORATION	PAGER PARTS	41.85
	SENSIT TECHNOLOGIES LLC	GAS SENSOR REPAIR	66.64
	SITLER'S SUPPLIES INC.	BULBS	18.00
	VERIZON WIRELESS	WIRELESS SERVICE	120.03
		TOTAL	946.56
ANIMAL CONTROL	JOHN DEERE FINANCIAL	DOG POUND SUPPLIES	79.44
		TOTAL	79.44
DEVELOP SERVICES	ULINE	DRILL BIT, LAMINATOR	646.73
	VERIZON WIRELESS	WIRELESS SERVICE	179.00
		TOTAL	825.73
LIBRARY	ALL AMERICAN PEST CONTROL	PEST CONTROL	40.00
	ALLIANT ENERGY	ALLIANT ENERGY	2,321.04
	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	165.68
	BAKER & TAYLOR	LIBRARY MATERIALS	1,196.02
	BLACKSTONE PUBLISHING	AUDIOBOOKS	34.95
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	118.36
	CINTAS CORP LOC. 342	MAT SERVICE	84.57
	CITY DIRECTORY INC.	CITY DIRECTORY	150.25
	MCCANN, LINDA	PROGRAMMING- GENEALOGY	75.00
	VALENTINE, TAMMY	HOMEBOUND DELIVERY	5.24
		TOTAL	4,191.11
PARKS	ALLIANT ENERGY	ALLIANT ENERGY	2,178.54
	AQUA-PRO	WINTERIZE IRRIGATION	556.00
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	110.85
	COBB OIL CO, INC.	FUEL	98.96
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	340.00
	KCTC	SECURITY CAMERAS	1,628.89
	MOSE LEVY CO INC	PICKLEBALL NET FRAME	463.25
	ULINE	SHELVING	428.24
	WIDE, TOM	PLAYSET SIGN	165.00
		TOTAL	5,969.73
POOL	JOHN DEERE FINANCIAL	PAINT	13.98
		TOTAL	13.98
CEMETERY	BEAN AND BEAN	GRAVE OPENING & CLOSING-SC	650.00

	LENGACHERS SMALL ENGINE SALES AND SERV WIDE, TOM	MOWER PARTS DECALS FOR PICKUP TOTAL	2,199.19 90.00 2,939.19
FINANCIAL ADMIN	ALL AMERICAN PEST CONTROL CITY OF WASH - PETTY CASH ALLIANT ENERGY PITNEY BOWES GLOBAL FIN SERVICES LLC SEICCA IMPRESSIONS COMPUTERS, INC VERIZON WIRELESS FLAMIN FLIPS BBQ PIT BUSINESS INFORMATION SYSTEMS	PEST CONTROL PETTY CASH ALLIANT ENERGY POSTAGE SUPPLIES MEMBERSHIP DUES-HART, BROWN COMPUTER MAINTENANCE WIRELESS SERVICE EMPLOYEE APPRECIATION LUNC TECHNOLOGY FEE TOTAL	32.50 126.00 45.26 282.76 40.00 340.00 127.67 630.00 240.00 1,864.19
AIRPORT	ALLIANT ENERGY BAUTISTA MIRANDA, YOLANDA VERIZON WIRELESS WINDSTREAM IOWA COMMUNICATIONS	ALLIANT ENERGY JANUARY CLEANING WIRELESS SERVICE SERVICES TOTAL	1,226.98 300.00 46.33 390.84 1,964.15
ROAD USE	COBB OIL CO, INC. COLEMAN CONSTRUCTION INC. GILLUND ENTERPRISES HI-LINE INC IOWA PRISON INDUSTRIES MID-AM RES. CHEMICAL CORP TERMINAL SUPPLY CO. THOMPSON TRUCK AND TRAILER INC. WASHINGTON DISCOUNT TIRE	FUEL SNOW REMOVAL VEHICLE CARE TURN SIGNAL BULBS NEW STRIPING FOR DURANGO VEHICLE UNDERCOATING FREIGHT CUT OFF WHEEL, FUS HEADLIGHTS/ANTIFREEZE TIRE REPAIR TOTAL	745.58 240.00 1,099.60 31.40 49.80 545.36 19.60 1,051.09 60.03 3,842.46
STREET LIGHTING	ALLIANT ENERGY ELECTRICAL ENGINEERING & EQUIPMENT CO	ALLIANT ENERGY STREET LIGHT REPAIR TOTAL	12,230.95 325.00 12,555.95
CAPITAL PROJECTS	L L PELLING CO POSTMASTER ULINE	PICKLEBALL COURTS BUCHANAN ST. MAILBOX CLUST BENCH TOTAL	5,150.00 915.00 645.00 6,710.00
INDUSTRIAL DEVELOP	WEDG	WEDG- SHARE- 915 E TYLER S TOTAL	4,298.88 4,298.88
K-9 PROGRAM	JOHN DEERE FINANCIAL	K9 FOOD TOTAL	109.98 109.98
SAFETY FUND	CITY OF WASH - PETTY CASH	SAFETY BUCKS TOTAL	300.00 300.00
LIBRARY GIFT	BAKER & TAYLOR CENGAGE LEARNING INC/GALE STAPLES BUSINESS ADVANTAGE	LIBRARY MATERIALS LIBRARY MATERIALS OFFICE SUPPLIES TOTAL	958.16 146.94 124.49 1,229.59
WATER PLANT	ALL AMERICAN PEST CONTROL ALLIANT ENERGY ALTHOFF, JOSHUA	PEST CONTROL ALLIANT ENERGY WATER DEPOSIT REFUND	35.00 17,669.79 18.65

CITY OF WASH - PETTY CASH	PETTY CASH	12.60
COBB OIL CO, INC.	FUEL	18.98
COURTESY DOOR SALES & SER	DOOR REPAIR	1,099.00
EPERLY, RANDY	MILEAGE REIMBURSEMENT	9.83
FRANK MILLARD & CO	CONROL ROOM REPAIR	2,077.00
GLOBAL PAYMENTS	DC/CC ADMIN FEE	3,013.70
IA DEPT OF REVENUE	WET TAX	7,694.25
IOWA RURAL WATER ASSOC.	MEMBERSHIP DUES	375.00
LAMB, JARRID	WATER DEPOSIT REFUND	95.88
LINDSEY, LIZA	WATER DEPOSIT REFUND	33.55
MORGAN, MAGGIE	WATER DEPOSIT REFUND	87.15
OSBORN, ALEXIS JANE	WATER DEPOSIT REFUND	113.93
PERRY, OLIVIA	WATER DEPOSIT REFUND	115.10
VERIZON WIRELESS	WIRELESS SERVICE	46.33
VESSCO INC.	VESSCO INC.	480.65
	TOTAL	32,996.39

WATER DISTRIBUTION

ACE-N-MORE	SLEDGE HAMMER HANDLE/SUPPLIES	80.53
ALLIANT ENERGY	ALLIANT ENERGY	50.69
APPLIED INDUSTRIAL TECHNOLOGIES	DRILL BITS	321.62
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	111.43
COBB OIL CO, INC.	FUEL	238.90
COBB OIL CO., INC-BP ONE TRIP	FUEL	79.78
DOUDS STONE LLC	ROADSTONE	174.40
HI-LINE INC	BLADES & SUPPLIES	434.99
HY-VEE	SASSO CLASS	82.35
IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	452.50
IOWA ONE CALL	SERVICE	54.00
OVERHEAD DOOR CO.	GARAGE DOOR REPLACEMENT	1,497.00
POLLARDWATER	HYDRANT TESTING	125.00
USA BLUEBOOK	USA BLUEBOOK	319.55
VERIZON WIRELESS	WIRELESS SERVICE	84.34
WASHINGTON LUMBER	MAINT/CONST-SUPPLIES	443.75
	TOTAL	4,550.83

SEWER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	10,616.49
AMAZON CAPITAL SERVICES	TRUCK FOAM WASH	37.95
ATCO INTERNATIONAL	CAR WASH	116.00
COBB OIL CO, INC.	FUEL	306.83
DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	246.08
HY-VEE	WATER FOR LAB TESTING	17.88
IA DEPT OF REVENUE	SALES TAX	2,102.75
VERIZON WIRELESS	WIRELESS SERVICE	133.99
WINDSTREAM IOWA COMMUNICATIONS	SERVICES	414.92
	TOTAL	13,992.89

SEWER COLLECTION

ALLIANT ENERGY	ALLIANT ENERGY	2,621.08
ARNOLD MOTOR SUPPLY	FLOOR SWEEP	31.99
CHEMSEARCH FE	BULK GAS ADDITIVE	429.95
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	74.50
COBB OIL CO, INC.	FUEL	499.30
GIERKE ROBINSON CO., INC	SUPPLIES	184.20
JOHN DEERE FINANCIAL	BACKHOE PARTS	528.42
OVERHEAD DOOR CO.	GARAGE DOOR REPLACEMENT	1,497.00
TERMINAL SUPPLY CO.	FREIGHT CUT OFF WHEEL, FUS	136.44
ULINE	SANDBAGS	80.23
VERIZON WIRELESS	WIRELESS SERVICE	92.66
WASHINGTON DISCOUNT TIRE	TIRE REPAIR	93.60
WASHINGTON LUMBER	CEILING PAINTING	331.96
WELLINGTON, EARL	POCKET LIGHTS, GAUGE,BENT	517.50
	TOTAL	7,118.83

TOTAL

111,677.99

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
JANUARY 31, 2023

FUND	1/1/2023 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2023 ENDING CASH BALANCE
001-GENERAL FUND	1,068,108.62	135,522.74	-	334,213.85	-	869,417.51
002-AIRPORT FUND	371,658.38	15,125.08	-	17,275.10	-	369,508.36
010-CHAMBER REIMBURSEMENT	1,496.56	10,660.04	-	11,621.26	-	535.34
011-MAIN STREET REIMBURSEMENT	(2,900.13)	10,185.33	-	3,378.92	-	3,906.28
012-WEDG REIMBURSEMENT	3,351.06	8,835.35	-	7,351.10	-	4,835.31
050-DOWNTOWN INCENTIVE GRANT	131,473.15	-	-	-	-	131,473.15
110-ROAD USE	629,267.94	73,142.68	-	64,557.25	-	637,853.37
112-EMPLOYEE BENEFITS	-	5,429.58	-	5,429.58	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	437.98	-	437.98	-	-
121-LOCAL OPTION SALES TAX	-	94,229.94	-	94,229.94	-	-
122-LOST DEBT SERVICE	129,895.00	-	-	-	-	129,895.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	163,063.05	-	-	484.47	-	162,578.58
125-UNIF COMM UR-NE IND	30,017.22	-	-	-	-	30,017.22
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	-	-	-	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	29,056.00	3,101.96	-	29,056.00	-	3,101.96
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	20,987.46	-	-	-	-	20,987.46
133-UNIF COMM UR-IRE	53,951.72	-	-	-	-	53,951.72
134-DOWNTOWN COMM UR	83,608.88	677.47	-	-	-	84,286.35
145-HOUSING REHABILITATION	41,683.32	-	-	156.00	-	41,527.32
146-LMI TIF SET-ASIDE	167,188.44	-	-	-	-	167,188.44
200-DEBT SERVICE	400,819.11	6,012.97	-	-	-	406,832.08
300-CAPITAL EQUIPMENT	147,053.70	11,992.93	-	11,992.93	-	147,053.70
301-CAPITAL PROJECTS FUND	1,777,756.70	11,565.95	-	142,406.92	-	1,646,915.73
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	725,380.18	-	-	-	-	725,380.18
308-INDUSTRIAL DEVELOPMENT	421,965.36	9,956.85	-	61,009.59	-	370,912.62
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	(2,666.00)	-	-	-	-	(2,666.00)
311-SIDEWALK REPAIR & REPLACE	84,978.86	-	-	-	-	84,978.86
312-TREE REMOVAL & REPLACE	22,748.59	-	-	-	-	22,748.59
315-RESIDENTIAL DEVELOPMENT	582,417.62	25,582.74	-	2,397.25	-	605,603.11
317-ARPA CAPITAL PROJECTS	986,471.34	2,168.50	-	-	-	988,639.84
325-BUILDING & FACILITY MAINT	13,524.60	-	-	-	-	13,524.60
510-MUNICIPAL BAND	7,543.03	-	-	-	-	7,543.03
520-DOG PARK	4,443.11	-	-	-	-	4,443.11
530-TREE COMMITTEE	15,536.74	-	-	-	-	15,536.74
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	2,692.62	-	-	383.64	-	2,308.98
545-SAFETY FUND	3,636.89	-	-	-	-	3,636.89
550-PARK GIFT	55,051.88	1.39	-	3,611.00	-	51,442.27
570-LIBRARY GIFT	358,384.46	1,920.17	-	2,937.82	-	357,366.81
580-CEMETERY GIFT	2,078.00	-	-	-	-	2,078.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	689,487.28	152,478.75	-	102,818.52	-	739,147.51
601-WATER DEPOSIT FUND	30,120.00	1,200.00	-	750.00	-	30,570.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	(506.00)	4,531.25	-	4,025.25	-	-
610-SANITARY SEWER	656,728.64	198,273.72	-	164,300.75	-	690,701.61
612-SEWER SINKING	-	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	91,226.80	55,747.82	-	48,460.92	-	98,513.70
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	491,774.24	573.91	-	6,944.04	-	485,404.11
951-UNEMPLOYMENT SELF INS	74,157.82	40.17	-	1,420.39	-	72,777.60
TOTAL BALANCE	10,648,473.10	839,395.27	-	1,121,650.47	-	10,366,217.90

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	4,139,583.85 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	563,317.08	0.20%
Wash St - Farm Mgmt Acct	207,140.86	
Wash St Bank - CD 1/14/2019	521,950.99	0.65%
Wash St Bank - CD 08/30/2018	269,636.21	0.65%
Wash St Bank - ISC Account	4,664,238.91	3.20%
TOTAL CASH IN BANK	10,366,217.90	

(1) Washington State Bank	4,241,278.83
Outstanding Deposits & Checks/Wages payable	(101,694.98)
	<u>4,139,583.85</u>

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JANUARY 31, 2023

FUND	7/1/2022 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2023 ENDING CASH BALANCE
001-GENERAL FUND	1,022,613.53	2,448,163.13	-	2,601,359.15	-	869,417.51
002-AIRPORT FUND	358,953.40	233,659.18	-	223,104.22	-	369,508.36
010-CHAMBER REIMBURSEMENT	7,902.24	91,470.46	-	98,837.36	-	535.34
011-MAIN STREET REIMBURSEMENT	2,118.03	23,043.54	-	21,255.29	-	3,906.28
012-WEDG REIMBURSEMENT	2,584.82	57,200.27	-	54,949.78	-	4,835.31
050-DOWNTOWN INCENTIVE GRANT	163,473.15	-	-	32,000.00	-	131,473.15
110-ROAD USE	504,763.55	610,573.30	-	477,483.48	-	637,853.37
112-EMPLOYEE BENEFITS	-	464,036.90	-	464,036.90	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	37,473.30	-	37,473.30	-	-
121-LOCAL OPTION SALES TAX	-	676,031.34	-	676,031.34	-	-
122-LOST DEBT SERVICE	-	154,790.00	-	24,895.00	-	129,895.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	122,812.24	64,107.11	-	24,340.77	-	162,578.58
125-UNIF COMM UR-NE IND	-	30,017.22	-	-	-	30,017.22
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	21,965.01	-	21,965.01	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	48,080.29	-	44,978.33	-	3,101.96
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	20,987.46	-	-	-	20,987.46
133-UNIF COMM UR-IRE	-	53,951.72	-	-	-	53,951.72
134-DOWNTOWN COMM UR	-	86,424.06	-	2,137.71	-	84,286.35
145-HOUSING REHABILITATION	35,643.82	148,361.00	-	142,477.50	-	41,527.32
146-LMI TIF SET-ASIDE	151,266.11	15,922.33	-	-	-	167,188.44
200-DEBT SERVICE	56,467.63	508,399.56	-	158,035.11	-	406,832.08
300-CAPITAL EQUIPMENT	147,053.70	11,992.93	-	11,992.93	-	147,053.70
301-CAPITAL PROJECTS FUND	437,301.66	5,313,712.02	-	4,104,097.95	-	1,646,915.73
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	398,997.29	326,382.89	-	-	-	725,380.18
308-INDUSTRIAL DEVELOPMENT	255,745.84	207,270.32	-	92,103.54	-	370,912.62
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	6,353.50	6,057.00	-	15,076.50	-	(2,666.00)
311-SIDEWALK REPAIR & REPLACE	90,642.86	-	-	5,664.00	-	84,978.86
312-TREE REMOVAL & REPLACE	23,988.59	-	-	1,240.00	-	22,748.59
315-RESIDENTIAL DEVELOPMENT	278,930.49	351,866.24	-	25,193.62	-	605,603.11
317-ARPA CAPITAL PROJECTS	523,763.25	554,713.59	-	89,837.00	-	988,639.84
325-BUILDING & FACILITY MAINT	13,524.60	-	-	-	-	13,524.60
510-MUNICIPAL BAND	4,743.03	2,800.00	-	-	-	7,543.03
520-DOG PARK	4,443.11	-	-	-	-	4,443.11
530-TREE COMMITTEE	11,322.84	4,625.00	-	411.10	-	15,536.74
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	2,809.30	420.00	-	920.32	-	2,308.98
545-SAFETY FUND	2,636.89	1,000.00	-	-	-	3,636.89
550-PARK GIFT	32,135.30	31,673.91	-	12,366.94	-	51,442.27
570-LIBRARY GIFT	354,318.68	23,397.96	-	20,349.83	-	357,366.81
580-CEMETERY GIFT	7,433.00	-	-	5,355.00	-	2,078.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	495,798.75	1,191,888.80	-	948,540.04	-	739,147.51
601-WATER DEPOSIT FUND	30,835.00	11,250.00	-	11,515.00	-	30,570.00
602-WATER SINKING	-	38,350.00	-	38,350.00	-	-
603-WATER CAPITAL PROJECTS	-	92,975.17	-	92,975.17	-	-
610-SANITARY SEWER	188,444.50	1,495,193.63	-	992,936.52	-	690,701.61
612-SEWER SINKING	-	114,852.50	-	114,852.50	-	-
613-SEWER CAPITAL PROJECTS	-	8,512.66	-	8,512.66	-	-
670-SANITATION	67,068.52	378,707.09	-	347,261.91	-	98,513.70
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	463,148.16	49,095.82	-	26,839.87	-	485,404.11
951-UNEMPLOYMENT SELF INS	73,505.00	3,433.87	-	4,161.27	-	72,776.60
TOTAL BALANCE	6,427,303.24	16,014,828.58	-	12,075,913.92	-	10,366,217.90

Cash in Bank - Pooled Cash

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	4,139,583.85 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	-
Cash in Drawer	350.00	N/A
Investment in IPAIT	563,317.08	0.20%
Wash St - Farm Mgmt Acct	207,140.86	-
Wash St Bank - CD 1/14/2019	521,950.99	0.65%
Wash St Bank - CD 08/30/2018	269,636.21	0.65%
Wash St Bank - ISC Account	4,664,238.91	3.20%
TOTAL CASH IN BANK	10,366,217.90	

(1) Washington State Bank	4,241,278.83
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TOTAL	4,139,583.85

RESOLUTION No. 2023-_____

A RESOLUTION APPROVING THE TOTAL MAXIMUM PROPERTY TAX DOLLARS TO BE LEVIED IN THE FISCAL YEAR 2023-2024 BUDGET

WHEREAS, the State of Iowa has made changes to city budget procedures in an effort to provide additional transparency to the budget process and property tax levy changes; and,

WHEREAS, the City Council of the city of Washington has considered the proposed FY24 maximum property tax dollars for affected levies; and,

WHEREAS, a notice concerning the proposed maximum property tax dollars was published as required and posted on the City website; and,

WHEREAS, a public hearing concerning the proposed maximum property tax dollars was held on February 21, 2023.

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

Section 1. The maximum property tax dollars levied for the affected tax levies for FY24 shall not exceed the following total: \$3,273,207.

Section 2. The maximum property tax dollars levied for the affected tax levies for FY24 does represent an increase of greater than 2% from the maximum property tax dollars requested for FY23.

PASSED AND APPROVED this 21st day of February, 2023 by the following roll-call vote:

Ayes: _____

Nays: _____

Absent: _____

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

**NOTICE OF PUBLIC HEARING - CITY OF WASHINGTON - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024**

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/21/2023 **Meeting Time:** 06:00 PM **Meeting Location:** City Council Chambers 215 E. Washington Street Washington, Iowa 52353

the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.washingtoniowa.gov

City Telephone Number
(319) 653-6584 ext: 134

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	255,510,604	259,296,768	259,296,768	
Tax Levies:				
Regular General	2,069,636	2,069,636	2,100,304	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	115,478	115,478	174,434	
Support of Local Emer. Mgmt. Commission			0	
Emergency	68,988	68,988	70,010	
Police & Fire Retirement			0	
FICA & IPERS	380,778	380,778	407,095	
Other Employee Benefits	474,446	474,446	521,364	
Total Tax Levy	3,109,326	3,109,326	3,273,207	5.27
Tax Rate	12.16907	11.99138	12.62340	

Explanation of significant increases in the budget:

Loss of revenue due to legislation adopted by the state in 2021 that made changes to the property tax system that impacted city revenues: 1) The state is phasing out its reimbursement to the city for property tax reductions resulting from the rollback of commercial and industrial property, and 2) The elimination of the multi-residential property class. Previously, the majority of this class of property was valued as commercial and is being rolled back to a residential valuation. Additionally increases in the general fund budget are due to inflation and additional funds.

If applicable, the above notice also available online at:
www.washingtoniowa.gov

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

*Deanna McCusker City
Administrator
Sally Hart, City Clerk
Kevin Olson, City Attorney*



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

*Park Board Members:
Keely Brower
Charles Halvorson
Erin Elgin
Jane Blieu*

*Parks Superintendent:
Nick Pacha*

MEMO : Outdoor Pool Sand Filter Project - RFP & Engineering

Date : 2/16/2023

Our outdoor pool sand filter project is in the final engineering and RFP stages. We have been working with OneDesign out of Cambridge Wisc. They have the engineering completed and ready to be submitted to John Kelly with IDPH (Iowa Dept. of Public Health) Once the RFP is approved by Council it will then go to IDPH for approval and also go out for bid with language in it pending IDPH approval in case there are minor changes in the design. We will put it out to bid and send it to contractors and have the bids due in 3 weeks/ March 16. We will then be able to select a contractor at the March 21 Council meeting. The filters will then go into production which could be up to a 6+ month lead time to manufacture. If things go right we could install in the Fall of 2023 or we will have language in the contract that will have filter install complete by May 1, 2024 at the latest.

Please let me know if you have any questions regarding this project.

Thanks,

Nick Pacha

Parks Superintendent

REQUEST FOR PROPOSAL
FILTER REPLACEMENT
WASHINGTON STEELE FAMILY AQUATIC CENTER
Sunset Park, Washington, IA

Issued: February 23, 2023



CITY OF WASHINGTON, IOWA
PARK AND RECREATION DEPARTMENT

Proposal Submittal Date: March 16, 2023

INTRODUCTION

The purpose of this document is to outline the requirements and procedures for the submission of formal written proposals from those companies interested in performing the work required to remove and replace two high-rate sand filters at Washington Steele Family Aquatic Center located in Sunset Park within the city of Washington, IA. The following sections of this document set forth the requirements and the selection process.

BACKGROUND

The City of Washington desires to replace the existing filtration system at the Washington Steele Family Aquatic Center. Reconstruction in 2000, the swimming pool filtration system included three (3) horizontal high-rate sand filters, each with a total filtration area of 40 sf. In 2020, one (1) of the existing filters ruptured and was removed from the system. A temporary operation permit was requested and received from the Iowa Department of Public Health in April of 2021 to allow the pool to continue to operate.

Due to the age and condition of the remaining two (2) filters, the City of Washington desires to remove both filters and replace them with two (2) new filters appropriately sized for the pool, and compliant with the current pool code. As part of this work, removal and replacement of filter face piping necessary to install the new filters is to be included in the proposal.

ISSUING AGENCY

This request for proposal (RFP) is being issued by the City of Washington Parks and Recreation Department. The Vendor(s) selected to do this work will contract with, and be responsible directly to, the City of Washington for the completion of the work described in this RFP.

Questions for clarification concerning this RFP should be directed to:

Nick Pacha
Parks Superintendent
City of Washington
215 E. Washington St
Washington, IA 52353
319.653.5220
npacha@washingtioniowa.gov

This Request for Proposal and supporting Construction Documents has been prepared on behalf of the City of WASHINGTON by:

Patrick L Eagan, S.E., P.E.
Engineer of Record
One Design & Engineering, LLC
202 Ash St
Cambridge, WI 53523
608.577.0443
patrick@onedne.com

SCOPE OF SERVICES

The City of Washington is issuing this RFP to remove and replace two existing high-rate sand filters with two new high-rate sand filters at Washington Steele Family Aquatic Center in Sunset Park. The selected contractor(s) will be responsible for providing all labor, materials, equipment, and services required to accomplish this work. Work is scheduled to be executed during the off-season months beginning August 21, 2023 and ending May 1, 2024.

Submittal of plans and application for a Swimming Pool Reconstruction Permit to the Iowa Department of Public Health (IDPH) is the responsibility of One Design and Engineering, LLC. Submittal of the reconstruction permit is occurring concurrently with the release of this RFP. Upon selection of the awarded vendor, the filter make and model proposed to be installed by the awarded vendor shall be provided to the City of Washington for immediate review and modification to the pool reconstruction submittal, if necessary. Responsibility for inspections by the IDPH is the responsibility of the awarded vendor.

GENERAL REQUIREMENTS

1. **Project Understanding** - Vendor(s) shall thoroughly review the plan and special provisions included in the RFP. The site will be made available to submitting vendors upon request. All requests for pre-bid access to the site shall be addressed to:

Nick Pacha
Parks Superintendent
City of Washington
215 E. Washington St
Washington, IA 52353
319.653.5220
npacha@washingtoniowa.gov

2. **Furnish** - The Vendor will provide and deliver to the job site all specified materials and be responsible for disposal of all removed components. The Vendor will pay for all transportation costs.
3. **Independent Contractors** - Vendor(s) shall be legally deemed to be an independent contractor and neither the contractor nor its employees shall, under any circumstances, be agents of the City; and the City shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents.
4. **Site Access** - Site access will be provided to the vendor. The city shall provide the vendor with one set of keys allowing vendor access to the secured pool mechanical room during the duration of the scope of work. Keys shall be turned over to the City of Washington upon completion and approval of the scope of work.
5. **Demolition** - Vendor shall be responsible for removal and lawful disposal of the existing high-rate sand filters, face piping, and associated components necessary to complete the scope of work. All costs associated with travel, disposal, and equipment rental shall be the responsibility of the Vendor. The City Representative shall be notified prior to commencement of demolition.

6. **Installation** - The vendor(s) will be responsible for installation of the new high-rate sand filters, filter media, face piping, valves, influent and effluent gauges in accordance with the construction documents.
7. **Final Cleaning** – Vendor(s) shall be responsible for removal of all tools, debris, and waste associated with the removal and installation of the sand filters.
8. **Insurance Requirements** – Vendor(s) shall carry insurance as set forth in Exhibit A or greater and provide the City a certificate of insurance prior to commencing work.

VENDOR RESPONSIBILITIES

1. **Site Inspection** - Each Vendor is responsible for making arrangements to visit the site fully acquaint himself/herself with its conditions relating to construction and labor. The Vendor also shall fully inform himself/herself as to the restrictions governing the performance of the contract.
2. **Equipment, Tools, and Labor** - The Vendor shall furnish all such equipment, tools, and labor necessary to complete the proposed work in an acceptable manner.
3. **Codes and Inspections** - Demolition, installation and debris removal activities shall fully comply with all local, state, and federal laws and ordinances.
4. **Permits** – Reconstruction permits from IDPH shall be acquired by the City of Washington and One Design and Engineering, LLC.
5. **City Supervision** - The City assumes no responsibility in the supervision of the work involved in the execution of this contract beyond ensuring that the plans and specifications are being properly interpreted. This supervision and checking will not relieve the Contractor of any responsibility for the performance of his work in accordance with the plans and these specifications.
6. **Security** – Vendor shall be responsible for maintaining the security of the work are during the course of executing the scope of work. Keys to control access to and from the pool mechanical space shall be provided to the Vendor, who will return said keys to the City upon completion and acceptance of work.
7. **Cleaning the Area** - The Vendor is responsible for the removal of all related construction debris associated with the removal and replacement of the filters and associated scope of work.

CITY RESPONSIBILITIES

1. **Pre-Proposal Access** – The City of Washington shall make available, upon request, to Vendors proposing on the Scope of Work.
2. **Site Access** - Provide access to Washington Steele Family Aquatic Center during duration of Scope of Work.
3. **Construction Coordination** – Estimated construction schedule will be between August 21, 2023 and May 1, 2024. Exact dates of demolition and installation shall be at the discretion of the Vendor and presented to the City for final approval and coordination.

PROPOSAL REQUIREMENTS

1. Contents

Vendors shall submit the following documents with their proposal for filter replacement at Washington Steele Family Aquatic Center:

- A. Description of proposed products and services to be provided.
- B. List Company or individual(s) who will be responsible for the demolition and installation duties.
- C. Confirmation of ability to provide and execute all services outlined in the RFP within proposed timeline. Alternate project schedules may be provided by vendors for consideration.
- D. Lump Sum cost for the scope of work.
- E. Proof of warranties covering labor and workmanship.
- F. Provide a copy of contractor's Workers Compensation and General Liability Insurance.
- G. Additional information company may wish to share.

2. Format

One (1) copy of the proposal should be submitted in either paper and/or electronic format. **Items to be included in the proposal shall be placed in the sequence as outlined above.** All information submitted in paper format must have an accompanying flash drive with the full proposal in PDF format and identified and in order as listed above.

3. Directions for Submittal

Materials must be received at the offices of City of Washington by 12:00 pm (CST) on **March 16, 2023**

Emailed correspondence containing the proposal and any related materials should be clearly marked in the subject line of the email as follows:

"Washington Steele Family Aquatic Center Filter Replacement Proposal"

Mailed correspondence shall be mailed to:

"Washington Steele Family Aquatic Center Filter Replacement Proposal"

Nick Pacha
Parks Superintendent
City of Washington
215 E. Washington St
Washington, IA 52353
319.653.5220
npacha@washingtioniowa.gov

Envelopes or packages containing proposals and related materials which are received after the date and time stated above will be returned unopened.

4. Costs incurred in responding to this RFP

The City of Washington shall not be liable for any costs incurred by the vendor in responding to this request for proposal or for any costs associated with discussions required for clarification of items related to this proposal.

SELECTION PROCEDURES

The City of Washington will be solely responsible for the selection of a vendor to conduct the desired work. This selection process will be generally as follows:

1. Selection

The selection will be based upon the written proposal and factors to be used for selection will be:

- A. Ability to complete work within established time frame
- B. Overall project cost

The City of Washington reserves the right to reject all proposals and/or to accept that proposal deemed most advantageous to the City.

2. Selection Timeline

March 16, 2023

RFPs due / opened

March 23, 2023

Contractor notified of approval

3. Installation Timeline (estimated)

August 21, 2023

Construction Duration Begins

May 1, 2024

Substantial Completion

EXHIBIT A INSURANCE REQUIREMENTS

Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employer's Liability Insurance—The CONTRACTOR shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its employees in accordance with the laws in the State of Wisconsin. The CONTRACTOR shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease (policy limit), and \$1,000,000 disease (each employee).

Commercial General Liability and Automobile Liability Insurance—The CONTRACTOR shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits—The CONTRACTOR shall maintain limits no less than the following:

PART 1 1. General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the CITY) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

PART 2 2. Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.

Required Provisions—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

PART 3 1. The CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises occupied or used by the CONTRACTOR; and vehicles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. For any claims related to this project, the CONTRACTOR'S insurance shall be primary insurance as respects the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

PART 4

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONTRACTOR, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the CITY.

6. Such liability insurance shall indemnify the CITY against loss from liability imposed by law upon, or assumed under contract by, the CONTRACTOR for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

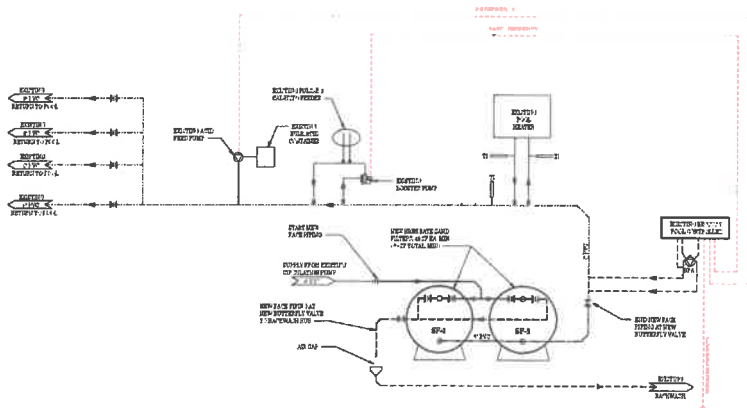
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment and blanket contractual liability. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the CITY, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions—Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

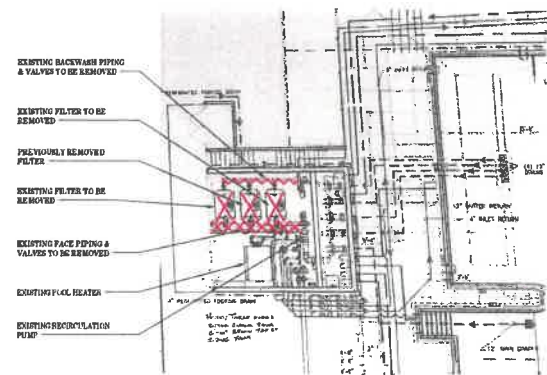
Evidences of Insurance—Prior to the CONTRACTOR'S commencement of work under the AGREEMENT, the CONTRACTOR shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this AGREEMENT. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

The CONTRACTOR shall, upon demand of the CITY, deliver to the CITY such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors—In the event that the CONTRACTOR employs other contractors (sub-contractors) as part of the work covered by this AGREEMENT, it shall be the VENDOR'S responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.



**POOL RECIRCULATION SYSTEM P&ID
DIAGRAM**



EXISTING POOL MECHANICAL ROOM

RESOLUTION 2023-_____

**RESOLUTION APPROVING MAYOR PRO TEM TO RECEIVE THE MAYOR'S
COMPENSATION DUE TO THE MAYOR'S LEAVE OF ABSENCE**

WHEREAS, Code section 16.04 under Mayor Pro Tem specifies that the Mayor Pro Tem may be paid the Mayor's compensation if the Mayor Pro Tem performs the duties of the Mayor continuously for 15 days or more; and,

WHEREAS, the Mayor submitted his leave of absence letter dated February 6, 2023, and Millie Youngquist, as Mayor Pro Tem has been performing the duties of the Mayor since, which is 15 days.

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

Section 1. The City Council hereby approves compensating the Mayor Pro Tem the Mayor's salary of \$18,000 per year, payable biweekly until such time the Mayor resumes his duties.

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

PASSED AND APPROVED this 21st day of February, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

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



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

TO: Mayor and City Council
FROM: Cary Ann Siegfried, Library Director
SUBJECT: AIA Contract with FEH Design
DATE: Tuesday, February 21, 2023

On January 17, 2023, City Council accepted a proposal from FEH Design for renovation of approximately 3,000 square feet in the lower level of the library to create a makerspace area. The AIA Contract attached reflects that proposal and details the contractual terms of the work that FEH Design will perform for the Library.

As previously discussed, this proposal includes design of the space (in collaboration with a Project Steering committee made up of staff, Library and Foundation Board members and interested members of the public), creation of architectural drawings, assistance with public bidding for the construction phase and oversight of the construction process. Because of the complexity of some of the Library's physical plant, FEH plans to use KCL Engineering as a subcontractor to ensure that modifications to the building function well. The proposal submitted to City Council included a detailed scope of work for the total fee of \$69,500.

The cost for the design work with FEH can be funded by the Library's Gift Fund. When the total cost for the construction and furnishings is determined, a request for funding will be made to the Washington Free Public Library Foundation to cover this next phase of the project. Foundation board members have been involved in consideration of this project from the beginning and are supportive.

Thank you for your consideration of this project. Please let me know if you need additional information.

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING ENTERING INTO AN ARCHITECT AGREEMENT WITH
FEH DESIGN FOR THE LIBRARY MAKERSPACE

WHEREAS, the Library entered into a Professional Services agreement with FEH Design and this architect agreement identifies the owner's and the architect's responsibilities; and,

WHEREAS, FEH Design has provided a not to exceed amount of \$69,500 to complete the interior design planning process and construction phase.

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

Section 1. The City Council hereby approves the Architect Agreement with FEH Design as attached to this Resolution.

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

PASSED AND APPROVED this 21st day of February, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1st day of February in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Washington Public Library
215 E. Washington St.
Washington, IA 52353
Telephone Number: 319-653-6584

and the Architect:
(Name, legal status, address and other information)

FEH Design
604 East Grand Ave
Des Moines, IA 50309
Telephone Number: 515-288-2000

for the following Project:
(Name, location and detailed description)

Washington Public Library
115 W. Washington St. Washington, IA 52352
Interior Renovation to add a Makerspace at the lower level of Library.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Architectural, Interior Design, Mechanical, Electrical Engineering, Technology Design, Bidding, Construction Administration Services associated with addition of a new Makerspace in the lower level of the Washington Public Library.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

\$69,500.00

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of five percent (5 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Millie Youngquist, Mayor Pro Tem
(Printed name and title)

ARCHITECT (Signature)

Michelle Cramblit, Principal, Interior Designer
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:44:23 ET on 02/09/2023.

PAGE 1

AGREEMENT made as of the 1st day of February in the year 2023.

...

Washington Public Library
215 E. Washington St.
Washington, IA 52353
Telephone Number: 319-653-6584

...

FEH Design
604 East Grand Ave
Des Moines, IA 50309
Telephone Number: 515-288-2000

...

Washington Public Library
115 W. Washington St. Washington, IA 52352
Interior Renovation to add a Makerspace at the lower level of Library.

PAGE 2

Architectural, Interior Design, Mechanical, Electrical Engineering, Technology Design, Bidding, Construction Administration Services associated with addition of a new Makerspace in the lower level of the Washington Public Library.

PAGE 3

\$69,500.00

...

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

...

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

...

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of five percent (5 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

...

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

...

Millie Youngquist, Mayor Pro Tem

Michelle Cramblit, Principal, Interior Designer

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:44:23 ET on 02/09/2023 under Order No. 3104237882 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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



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

February 14, 2023

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

From: Deanna McCusker
City Administrator

Re: Grant Agreement with Iowa Finance Authority for the Home Rehabilitation Pilot Program

Council authorized \$105,000 from our LMI fund to be used as the match for the Home Rehabilitation Pilot program back in October and the application was submitted. We received notification in January that we were awarded \$400,000 for the program. This is the next step in the process entering into a formal agreement with Iowa Finance Authority for the program. The agreement outlines guidelines for the program that the city must adhere to.

I recommend that Council approve this agreement so we can move forward with our rehabilitation program.

Thank you for your consideration.

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING ENTERING INTO A GRANT AGREEMENT WITH THE IOWA FINANCE AUTHORITY FOR THE HOME REHABILITATION BLOCK GRANT PILOT PROGRAM

WHEREAS, the City of Washington completed an application for the Home Rehabilitation Block Grant Pilot Program through the Iowa Finance Authority; and,

WHEREAS, the City of Washington was awarded \$400,000 to provide rehabilitation on homes in Washington, Iowa; and,

WHEREAS, as part of the process the City of Washington must enter into a formal agreement with the Iowa Finance Authority.

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

Section 1. The City Council hereby approves entering into a grant agreement with the Iowa Finance Authority as attached to this Resolution.

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

PASSED AND APPROVED this 21st day of February, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

**GRANT AGREEMENT BETWEEN
THE IOWA FINANCE AUTHORITY
AND
City of Washington**

AWARD NO.: 23-HRBGPP-004
AWARD AMOUNT: \$400,000
TERM OF AGREEMENT: January 12, 2023 – December 31, 2026

THIS Grant Agreement (“Grant Agreement”) is between Iowa Finance Authority (“Authority”) and “City of Washington” (“Subrecipient”).

AWARD IDENTIFICATION

SUBRECIPIENT NAME:	City of Washington
SUBRECIPIENT ADDRESS:	215 E. Washington St
CITY, STATE, ZIP:	Washington, Iowa 52353
SUBRECIPIENT UEI NUMBER:	NKY2MENRNT68
FEDERAL AWARD IDENTIFICATION NUMBER:	SLFRP4374
FEDERAL AWARD DATE:	July 9, 2021
GRANT PERFORMANCE START DATE:	January 12, 2023
GRANT PERFORMANCE END DATE:	September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED:	\$400,000
FEDERAL GRANT PROJECT DESCRIPTION:	Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY:	US Department of Treasury
NAME OF PASS-THROUGH ENTITY:	Iowa Finance Authority
ADDRESS OF PASS-THROUGH ENTITY:	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION:	Terri Rosonke, 515.452.0440
ASSISTANCE LISTING NUMBER:	21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE:	\$4,000,000.00
IS THIS AWARD R & D:	No

ARTICLE 1 - FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 - USE OF FUNDS

2.1 GENERAL

Pursuant to this agreement, the Subrecipient will complete the Project(s) as described in the Subrecipient's Home Rehabilitation Block Grant Pilot Program Application, including all documents attached to or incorporated into the Application (the "Application"). The Application as submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 BUDGET

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – 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 Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Twenty-five Percent (25%) of the Sub-Grant amount and at least 10% of the required 25% minimum match requirement. The Subrecipient shall submit a second draw request when it has expended Fifty Percent (50%) of the Sub-Grant amount and at least 20% of the required minimum match requirement. The Subrecipient shall submit a third draw request when it has expended Seventy-five Percent (75%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Twenty-five Percent (25%) of the Sub-Grant amount

upon substantial completion of project as determined by the Authority and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 A Match Expenditure Report (form prescribed by the Authority) that lists all expenditures paid from the match indicated in Exhibit A.
- 3.2.4 Documentation of final inspection report(s) for each project completed under this Agreement prior to final disbursement of the Sub-Grant.
- 3.2.5 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
 - 3.2.5.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
 - 3.2.5.2 Documentation of periodic inspection reports.
 - 3.2.5.3 Written Agreement between the Subrecipient and Project Developer or Contractor.

3.3 DEADLINE FOR FINAL DRAW REQUEST

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, September 30, 2025. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. The Authority is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

3.4 IOWAGRANTS.GOV.

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient 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. The Authority reserves the right to require the Subrecipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Subrecipient will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

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

4.4 APPLICATION

The contents of the Application were 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 Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. 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 Subrecipient, threatened against or affecting the Subrecipient.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 EFFECTIVE DATE OF COVENANTS, WARRANTIES, AND REPRESENTATIONS

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

5.2.1 The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

5.2.2 The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.2.3 The Subrecipient acknowledges that 2 CFR 200 includes procurement standards in 200.318 through 200.327. The Subrecipient agrees to follow the procurement standards in the use of funds provided pursuant to this Grant Agreement and to provide a compliant procurement policy to the Authority.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.3.3 *Davis-Bacon Reporting.* If the expected total cost of the Project is Ten Million Dollars (\$10,000,000) or more, the Subrecipient shall report whether, to complete the Project, the Subrecipient is using funds from a federal program other than an ARPA program (“non-ARPA program”) that requires enforcement of the Davis-Bacon Act. If enforcement of the Davis-Bacon Act is required because the Subrecipient is using funds from a non-ARPA program that requires

enforcement of the Davis-Bacon Act, the Subrecipient shall report that information to the Authority and shall certify that it is enforcing the Davis-Bacon Act.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement 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 Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or December 31, 2032, whichever is later. 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.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Project construction shall commence no later than six (6) months after award date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **costs incurred prior to January 12, 2023, and after December 31, 2024 are not eligible uses of these funds.** Costs incurred before notice of award are not eligible for reimbursement through the program. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes. Subrecipient shall complete the Project by the end of the contract term indicated

on page 1 of this Agreement and submit a final draw request by the deadline indicated in Article 3.3.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents,

encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.
- 5.11.2 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 Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 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.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.
- 5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number SLFRP4374 to the State of Iowa by the U.S. Department of the Treasury.*

5.17 EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION WORK.

5.17.1 The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5.17.2 The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

5.17.3 The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.17.4 The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received; and refer the case to the Department of Justice for appropriate legal proceedings.

5.18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Subrecipient will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient 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 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.
- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and

- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.2 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.
- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor’s report, or nine months after the end of the organization’s fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient 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 under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient 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. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* 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 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, 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 Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 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.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

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

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, 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 Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement 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 but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

SUBRECIPIENT: City of Washington

BY:

Authorized Signature (Mayor Pro Tem)

Print Name (Mayor Pro Tem)

DATE:

IOWA FINANCE AUTHORITY

BY:

Deborah V. Durham, Executive Director

DATE:

EXHIBIT A

Subrecipient's Home Rehabilitation Block Grant Program Application
(In Subrecipient's IowaGrants.gov Account)

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

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

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

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

CHAPTER 130
PUBLIC SALE OF FOOD AND BEVERAGES FROM MOBILE FOOD
VENDORS IN CITY LIMITS

130.01 Purpose

130.02 Definition

130.03 Mobile Food

License Required

130.04 License Application

130.05 Performance Standards

130.06 Property Owner/Lessee Responsibility

130.07 License Fees

130.08 Compliance with the Law

130.09 Suspension or Revocation of License

130.10 Penalty

130.01 PURPOSE

The purpose of this chapter is to provide rules, regulations and restrictions concerning the sale of any consumable food and beverage from a Mobile Food Vendor within the Washington City limits. The provisions of this chapter are enacted for the protection of the health, safety, and welfare of the citizens of the City.

130.02 DEFINITION

“Mobile food vendor” means a person engaged in the business of selling food or beverages from a mobile food unit (self-contained motorized vehicle, trailer or pushcart).

130.03 MOBILE FOOD LICENSE REQUIRED

It shall be unlawful for any person to engage in the sale of food or beverages from a mobile food unit within City limits on private or public property without first obtaining a mobile food unit license. A mobile food unit license is a special license and is required in addition to any other required City business license or state license or permit the person may hold or be required to hold. A mobile food unit license issued by the City Clerk or the City Clerk's designee shall be subject to the following:

- A. A mobile food unit license is available as a daily license or an annual license that expires on December 31st each year and must be renewed prior to the first sale after that date.
- B. Each mobile food unit shall be licensed separately. No license transfer is allowed.
- C. Each mobile food unit shall comply with Washington County and State of Iowa inspection requirements and display State license in full view of the public in or on the unit.

- D. Each mobile food unit shall have a working fire suppression system as needed determined during the annual fire inspection.
- E. Fire Department Inspection
 - 1. All mobile food units shall be inspected by the Fire Department prior to initiation of business operations within the City.
 - 2. All mobile food units inspected must comply with the provisions of the most recently adopted International Fire Code.
 - 3. Inspections are required annually and prior to submittal of a license application by the City. It shall be the obligation of the mobile food vendor to schedule the inspection with the Fire Department.
 - 4. The cost of the fire department inspection shall be set by resolution of the City Council.
 - 5. Upon completion of the annual fire inspection, if the Fire Department determines that the mobile food unit passes the inspection, the Fire Chief shall sign the certificate of compliance on the mobile food vendor license application and identify any conditions for operation as deemed appropriate as a result of said inspection.
 - 6. Mobile Food Vendors from outside of Washington County may have the required fire department inspection completed by a fire department other than the Washington Fire Department. The inspection shall be reported on the City of Washington's approved form.
- F. Exempt. The following shall be exempt from the licensing and fire department inspection requirement:
 - 1. Seasonal food stands selling only local fresh produce.
 - 2. Vendors participating in the City-approved weekly Farmers Market.
 - 3. Concession stands associated with sports or recreational venues that have been approved as part of a site plan.
 - 4. Mobile Food Vendors are exempt from the fees if part of an event that has prior approval of the Council or the City Administrator, a fire department inspection is still required prior to the event.

130.04 LICENSE APPLICATION

The application shall be on a form furnished by the City Clerk. All food vendors shall comply with the Iowa Department of Public Health rules and regulations governing the sale of food for consumption on the premises.

- A. Filing: Applications shall be filed with the City Clerk. No application request shall be accepted for filing and processing unless it conforms to the requirements of this chapter. This would include a complete and true application, all of the required materials and information prescribed, a Fire Safety Inspection Form with the signature of the Fire Chief and is accompanied by the required fees.

- B. Timely Submitted: Unless otherwise provided herein, applications must be submitted not less than two (2) business days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city. The Clerk shall have the discretionary right to accept an application made less than 2 business days prior to the desired start date.

- C. Application Contents: Application shall be made on a form provided by the city and shall include:
 1. Full name of the applicant.
 2. Applicant's contact information including mailing address, phone numbers and e-mail address.
 3. State health inspection certificate with the classification level of the state license identified.
 4. Description of the kitchen facilities, cooking facilities, preparation area, safety features (fire suppression system, etc.) of the mobile food unit.
 5. Photographs of the mobile food unit from the front, side and back.
 6. Make, model and year of vehicle to be used and the license plate number.
 7. Overall size of the vehicle; to include length, width, and height.
 8. Fire Chief certificate of compliance with the Fire Department's annual inspection.
 9. Application and license fees.
 10. Insurance certificate.

- D. Issuance of License. Upon completion of the review process and

determination of compliance with the applicable regulations, the City Clerk will issue a mobile food unit license. The license shall be placed in the upper left (passenger side) of the front windshield or the left front side of a trailer or cart to aid in the visual verification of the licensing for that year.

- E. **Modification of License After Issuance.** Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher State licensing level classification, a new application and fire inspection shall be required.
- F. **Right to Appeal:** If the City Clerk revokes or refuses to issue a license, an applicant may appeal to the City Council at its next regularly scheduled meeting by filing with the City Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.
- G. **Applications Deemed Withdrawn:** Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

130.05 PERFORMANCE STANDARDS

- A. Mobile food unit(s) are allowed to be operated on public property if approved by the City. Mobile units are prohibited from parking within 100 feet of any permanent building establishment that sells prepared food or beverages, this measure does not apply for mobile food vendors associated with special events approved by the city council.
- B. Persons conducting business from a mobile food unit must do so in compliance with the following standards:
 - 1. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

2. The operator of the mobile food unit shall display their city license in full view of the public in or on the unit.
3. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.
4. The mobile food unit must be located on a paved or rocked surface, unless approved as part of an event permit.
5. Mobile food units shall be located on property that is zoned B-1 Retail Business, B-2 General Business, C-1 Conservation, CCRC – Continuous Care Retirement Community, FG Fairground, I-1 Light Industrial, I-2 Heavy Industrial, or A-1 Agricultural.
6. All mobile food units shall maintain a minimum separation from buildings of fifteen feet as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of food unit shall not impede pedestrians entering or exiting a building.
7. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.
8. Off premises signs directing patrons to the mobile food unit are prohibited.
9. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers and shall keep the area around the mobile food unit clear of litter and debris at all times.
10. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

130.06 PROPERTY OWNER/LESSEE RESPONSIBILITY.

By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

130.07 LICENSE FEES.

At the time of submittal of a license application, the applicant shall pay to the city the applicable license fee in addition to any applicable inspection fee(s). The fee schedule will be set by resolution and may be modified from time to time with approval by resolution of the City Council.

Any license who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

130.08 COMPLIANCE WITH THE LAW.

Each Mobile Food Unit vendor shall comply with all applicable federal, state, and local laws, regulations and rules.

130.09 SUSPENSION OR REVOCATION OF LICENSE.

Any license issued under the provisions of this chapter may be suspended or revoked by the city as follows:

- A. Grounds: The City Clerk may suspend or revoke any license issued under this chapter, for any of, but not limited to, the following reasons:
 1. The licensee has made fraudulent statements in his/her application for the license or conduct of his/her business.
 2. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.
 3. The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order or morals.
 4. The city clerk or the city clerk's designee has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.
- B. Notice of Suspension or Revocation; Right to Appeal: The City Clerk shall cause notice of the license revocation to be served in person by a city official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the City of Washington. The licensee may appeal the revocation of the license to

the City Council at its next regularly scheduled meeting by filing with the City Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. The City Council may affirm, modify or reverse the decision of the City Clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

130.10 PENALTY.

Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are municipal infractions subject to a fine of not more than \$750.00 for the first offense and \$1,000.00 for each additional offense, or may be punishable as municipal infractions subject to a civil penalty as set forth in this Code of Ordinances. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers and code enforcement officers shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as a municipal infraction.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 130 PUBLIC SALE OF FOOD AND BEVERAGES FROM MOBILE FOOD VENDORS IN CITY LIMITS

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

SECTION 1. The Ordinance Shall be amended to reflect the attached Exhibit A.

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 21st day of February, 2023.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Sally Y. Hart, City Clerk

Approved on First Reading: January 17, 2023
Approved on Second Reading: February 7, 2023
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. ___ on the ___ day of ___, 2023.

City Clerk

Washington Fire Department
Brendan DeLong, Fire Chief
215 East Washington Street
Washington, Iowa 52353
(319) 653-2239 Phone
firedept@washingtioniowa.gov



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

Mobile Food Vehicle

Fire Safety Inspection

Name _____ Inspection Date _____

Business Name _____ Phone Number _____

Type I Hood with fire suppression Yes/No/NA (CIRCLE ONE) Hood Clean? Yes/No/NA (CIRCLE ONE)

Class K Fire Ext. Yes/No/NA (CIRCLE ONE) 2A:10BC (min.) Fire Ext. Yes/No (CIRCLE ONE)

Service/Inspection Tags: Hood _____ (DATE) Suppression System _____ (DATE)

Class K _____ (DATE) 2A:10BC _____ (DATE) Other _____ (DATE)

Gas Type: (CIRCLE ONE) LP (Propane) CNG (Compressed Natural Gas) *must comply with NFPA 52*

Tank size _____ lbs. No. of Tanks _____ *200 lbs. propane aggregate (max)*

Gas Tanks Fully Restrained/Protected Yes /No (CIRCLE ONE)

Piping/Connections Secured/Protected Yes /No (CIRCLE ONE)

Cooking Appliances secured in place? Yes / No (CIRCLE ONE)

Carbon Monoxide detector installed Yes /No (CIRCLE ONE) Manufacture Date _____

Generator: Make _____ Output _____ kw Free from defects? Yes / No (CIRCLE ONE)

Inspector _____ Inspector Signature _____

Fire Chief _____ Signature _____ Date _____

Fire Safety Inspection

Violations found? YES/NO (CIRCLE ONE)

Description of code violations _____

Additional Comments _____



APPLICATION FOR MOBILE FOOD VENDOR LICENSE

PLEASE RETURN TO: Washington City Hall, 215 East Washington;
ATTN: City Clerk
Contact Information: Sally Hart, 319-653-6584 ext. 131;
sallyhart@washingtioniowa.gov

Must have annual fire inspection complete

****Must be submitted to City Clerk at least 2 days prior to the day of the event****

*****License not required if previously authorized in conjunction with community special event application*****

1. APPLICANT INFORMATION

Name of Business: _____

Tax ID Number: _____

If required, is user licensed with the Washington County Environmental Health? __Yes __ No

Event Sponsor (if applicable): _____

Name of Contact Person: _____

Contact Phone Number: _____

Email Address: _____

2. USE INFORMATION

Activity Description: _____

Annual License Daily License

Make, model, year of vehicle to be used, and license plate number: _____

Description of Vehicle, Push Cart, etc. being used – including length, width, and height:

List below the dates of sale, addresses of locations, and property owner:

(contact City Clerk two business days before setting up, if exact locations and dates are not known at the time of the annual license application)

3. ATTACHMENTS

- Attach photos of the mobile food unit.
- Attach Fire Department certificate of compliance with annual inspection of the mobile food unit.
- Attach state/county health certificate of the mobile food unit.

4. INSURANCE

Proof of proper insurance coverage must be submitted prior to City Clerk consideration of the application. Clerk may require certificate of insurance with City listed as "additional insured" if deemed necessary.

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

5. AGREEMENT

In consideration of the City of Washington, Iowa, granting permission for the activity described above, the undersigned Indemnifies and holds harmless the City of Washington, Iowa, Its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Washington, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses Including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or Improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property In or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

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

Applicant Signature

Date

CITY CLERK APPROVAL

City Clerk Signature

Date of Action

Approved: ____

Denied: ____

Date License Commences: _____

Date License Expires: December 31, _____

CONDITIONS IMPOSED:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165.23 OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON REGARDING HOME OCCUPATIONS.

WHEREAS, the City of Washington zoning code presently contains Section 165.23(4), which regulates home occupations; and

WHEREAS, the Iowa General Assembly passed and the Iowa Governor signed HF2431, on June 14, 2022, which restricts the ability of cities to regulate home occupation uses; and

WHEREAS, it is now necessary for the City Council to amend Section 165.23(4) to comply with the newly passed HF2431.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. Section 165.23(4) of the Code of Ordinances of the City of Washington is hereby amended by deleting said Section 165.23(4) in its entirety and replacing it with the following, entitled “Home-based businesses”:

“4. Home-based businesses.

A. For the purposes of this Section 165.23(4), the following terms are hereby defined as follows:

- 1) The term “goods” means any merchandise, equipment, products, supplies or materials;
- 2) The term “Home-based business” means any business for the manufacture, provision or sale of goods or services that is owned or operated by the owner or tenant of a residential property on which the business operates.
- 3) The term “No-impact home-based business” means a home-based business for which all of the following apply:
 - a) The total number of on-site employees or clients does not exceed the city occupancy limit for the residential property;
 - b) The business activities are characterized by all of the following:
 - i) The activities are limited to the sale of lawful goods and services;
 - ii) The activities do not generate on-street parking or a substantial increase in traffic through the residential area;

- iii) The activities occur inside the residential dwelling or in the yard of a residential property; and
- iv) The activities are not visible from an adjacent property or street.

B. No-impact home-based business lawful. A person or entity may operate a No-impact home-based business in any residential zoning district within the City shall be deemed a permitted use, subject to the following regulations:

- 1) The residential property shall comply with all applicable building, fire safety and health, solid waste and nuisance regulations, except that a one or two family residence shall not be required to install or equip any fire sprinkler system to operate such a business;
- 2) No-impact home-based businesses shall not generate any on-street parking.
- 3) That any No-impact home-based business shall be a secondary use to the use of the property as a residence by the owner or tenant.
- 4) That all activities associated with a No-impact home based business that occur outside of the residential dwelling shall cease as of 9:00 p.m. each day.
- 5) That the No-impact home based businesses shall pay all applicable taxes generated by said business.
- 6) All activities that occur outside of the residential structure shall be screened from view of the adjacent properties or streets by fencing or appropriate landscaping.”

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

3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be 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.

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

Passed and approved this _____ day of _____, 2023.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: February 7, 2023
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the
_____ day of _____, 2023.

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON REGARDING SHORT TERM RENTAL PROPERTIES.

WHEREAS, the Iowa General Assembly passed a statute that outlines a city's ability to regulate short-term rental properties; and

WHEREAS, it is now necessary for the City Council to amend Chapter 165 of the Code of Ordinances to incorporate said statutory changes.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. Section 165.23 of the Code of Ordinances of the City of Washington is hereby amended by adding Section 165.23(6), entitled "Short Term Rental Properties," which reads as follows:

"6. Short-Term Rental Properties.

A. For use in this Section 165.23(6), the term "short-term rental property" means any individually or collectively owned single-family house or dwelling unit; any unit or group of units in a condominium, cooperative or time-share; or an owner-occupied residential property that is offered for lease for a fee for less than thirty (30) days. The term "short-term rental property" does not include a unit that is used for any retail, restaurant, banquet space, event center or other similar use.

B. A short-term rental property is classified as a residential land use designation.

C. No person shall operate a short-term rental property within the City unless the owner of said property does the following:

- 1) In order to promote and protect the public health and safety, each property to be used for a short-term rental property within the City shall pass an annual inspection satisfying the requirements outlined in Chapter 146 of this Code. (Rental Inspection requirements)
- 2) No person shall operate a short-term rental property within the City if the property is in violation of Section 157 of the Code (Property Maintenance)
- 3) No person shall operate a short-term rental property within the City if the property is in violation of Chapter 50 of this Code (Nuisance)

4) All persons operating a short-term rental property shall be required to collect and pay the Hotel/Motel tax imposed by the City pursuant to Chapter 11 of this Code.”

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

3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be 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.

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

Passed and approved this _____ day of _____, 2023.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: February 7, 2023

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2023.

City Clerk

CHAPTER 77
GOLF CARTS AND UTILITY TRAIL VEHICLES

77.01 Purpose	77.07 Hours of Operation
77.02 Definitions	77.08 Speed
77.03 Operation of Golf Carts/UTV Permitted	77.09 Parking Prohibited
77.04 Prohibited Streets	77.10 Permits
77.05 Unlawful Operation	77.11 Penalty
77.06 Equipment	

77.01 PURPOSE.

The purpose of this chapter is to permit the operation of golf carts on certain streets in the City, as authorized by Section 321.247 of the Code of Iowa, as amended. This chapter applies whenever a golf cart, ATV or UTV is operated on any street or alley of the City of Washington, Iowa.

77.02 DEFINITIONS.

1. "Golf cart" means a three- or four-wheeled recreational vehicle generally used for transportation of persons in the sport of golf, and which is either electric powered or gas powered, with a ground speed limited to 25 mph.
2. "Utility trail vehicle" and "All-terrain vehicle" are as defined in Iowa Code 321I.1.

77.03 OPERATION OF GOLF CARTS AND UTVs PERMITTED.

Golf carts, ATVs and UTVs may be operated upon the streets of the City by persons possessing a valid Iowa driver's license, and who are at least 18 years of age. Operators must comply with all applicable provisions of this Code of Ordinances and the Code of Iowa related to motor vehicle traffic and parking regulations. Operators must carry proof of financial liability coverage as required by Iowa Code.

77.04 PROHIBITED STREETS.

Golf carts, ATVs and UTVs shall not be operated on the following streets, except to cross said streets:

1. State Highway 92 throughout the City limits.
2. State Highway 1 throughout the City limits.
3. West Fifth Street/Lexington Boulevard west of North Avenue C.
4. South Iowa Avenue south of Polk Street.
5. Twelfth Avenue north of Washington Street.
6. Fillmore Avenue east of South Twelfth Avenue to Airport Road.
7. Airport Road throughout the City limits.
8. Eighteenth Street west of North Marion Avenue.

77.05 UNLAWFUL OPERATION.

1. No golf cart, ATV or UTV shall be operated or parked upon City sidewalks or trails.
2. No golf cart, ATV or UTV shall be operated while under the influence of intoxicating liquor, narcotics or habit-forming drugs.
3. No person shall operate a golf cart, ATV or UTV in a careless, reckless, or negligent manner endangering persons or property of another or causing injury or damage to same.
4. No golf cart, ATV or UTV shall carry more passengers than for which the vehicle is designed.

77.06 EQUIPMENT.

Golf carts operated upon City streets shall be equipped with a minimum of the following safety features:

1. A slow moving vehicle sign.
2. A bicycle safety flag, the top of which shall be a minimum of five feet above ground level.
3. Adequate brakes.
4. Headlights and taillights.
 - A. Aftermarket headlights and taillights may be installed on golf carts.
 - B. Headlights must remain in use during operations.
5. Seatbelts for each person.
6. ATVs and UTVs operated upon City streets shall be equipped with parts, lamps and other equipment as required by Iowa Code.

77.07 HOURS OF OPERATION.

Golf carts may be operated on City streets and alleys only between sunrise and sunset.

77.08 SPEED.

No golf cart, ATV or UTV shall be operated on any City street at a speed in excess of 25 miles per hour. Posted speed limits must be followed in accordance with the Code of Iowa and this Code of Ordinances.

77.09 PARKING PROHIBITED.

Golf carts, ATV and UTVs shall not be parked overnight on City streets or alleys at any time.

77.10 PERMITS.

No person shall operate a golf cart on any public street or alley, for any purpose, unless the operator possesses a City of Washington permit to operate a golf cart on City streets, issued by the Police Chief.

1. Golf cart owners may apply for a permit on forms provided by the Police Chief.
2. The Police Chief shall not issue a permit until the owner/operator has provided the following:

A. Evidence that the operator is at least 18 years of age and possesses a valid Iowa driver's license.

B. Proof that owner and operator have liability insurance covering operation of golf carts on City streets in the amount required by the Code of Iowa.

3. All permits shall be issued for a specific golf cart.

Permits holders will be issued a number and a sticker to be affixed to the bottom of the slow-moving vehicle placard.

4. The fee for such permits are \$25.00. Permits will be granted for one year, valid from January 1 through December 31. Permits may be purchased at any time during the year but will be valid only through December 31.

5. The permit may be suspended or revoked upon finding evidence that the permit holder has violated the conditions of the permit or has abused the privilege of being a permit holder. There shall be no refund of the permit fee. Should a permit be suspended or revoked, the owner or operator must receive a majority vote of the City Council to allow for reinstatement of an existing permit or issuance of a new permit.

6. ATVs and UTVs shall be registered as required by Iowa Code.

77.11 PENALTY.

In addition to the suspension or revocation of the permit, a person who violates this chapter is guilty of a simple misdemeanor.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 77 GOLF CARTS AND UTILITY TRAIL VEHICLES

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

SECTION 1. Chapter 77 is amended as attached.

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

SECTION 3. Severability. If any section, provision or part of this ordinance shall be judged 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 4. Effective Date. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2023.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: February 7, 2023
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2023.

City Clerk