



AGENDA OF THE REGULAR SESSION OF THE COUNCIL  
OF THE CITY OF WASHINGTON, IA  
TO BE HELD AT THE  
**COUNCIL CHAMBERS**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, DECEMBER 17, 2024

*To attend the meeting via Zoom go to:*

<https://us02web.zoom.us/j/5077385758?pwd=HnP5mNpbXUcZw62k2enfl845WV7vbo.1&omn=82491911281>

*Meeting ID: 507 738 5758*

*Passcode: 6536584*

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE AGENDA**

**CONSENT:**

1. Council Minutes for December 3rd, 2024 Regular Session
2. Iowa Municipalities Workers' Compensation Association, Installment 6 Work Compensation Premium 2024-2025, \$5,826
3. Strand Associates, Professional Services for 2021 Water Main Improvements from September 1, 2024 – September 30, 2024, \$1,730
4. WEDG, payoff for 915 E. Tyler Street, \$467,278.12
5. Gronewold, Bell, Kyhnn & Co. P.C., Progress Billing on Audit of Financial Statements for Year End June 2024, \$5,000
6. UMB Bank, 2015 GO Bond Fee, \$250
7. UMB Bank, 2016A GO Bond Fee, \$250
8. UMB Bank, 2016B GO Bond Fee, \$250
9. UMB Bank, 2018A GO Bond Fee, \$300
10. UMB Bank, 2018B GO Bond Fee, \$300
11. Washington County EMA, Outdoor Warning Siren Project, \$15,000

12. Iowa Finance Authority, Westside Interceptor Interest Payment, \$17,832.50
13. Iowa Finance Authority, Wastewater Treatment Plant, \$87,902.50
14. Iowa Finance Authority, Water Plant Interest Payment, \$1,770
15. Iowa Finance Authority, Water Plant Interest Payment, \$32,420
16. Dollar General, 225 West Madison Street, Class B Retail Alcohol License  
(renewal)
17. The Topsy Travelers, 208 South Marion Avenue, Class C Retail Alcohol License (5  
day)
18. Department Reports

### **SPECIAL PRESENTATION**

- 2024 YMCA Pool & Recreation Report

### **SPECIAL EVENT REQUEST**

### **PUBLIC COMMENT**

### **CLAIMS & FINANCIALS**

- Claims Report for December 17<sup>th</sup> 2024
- November 2024 Financial Report

### **NEW BUSINESS**

1. Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 427 E. Main for \$16,500.
2. Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 1027 N. 6<sup>th</sup> Avenue for \$19,413.
3. Mayoral Affirmation of Fire Department Election Results and Appointment of Fire Chief.
4. Discussion and Consideration of the Eagle Point Solar Agreement.
5. Discussion and Consideration of a Resolution to Approve a Task Order with Strand Associates to Complete an Engineering Evaluation of the Egg Sanitary Sewer Drainage Basin at a Cost of \$167,400.

### **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.

1. Formal action for any items discussed in Closed Session

### **DEPARTMENTAL REPORTS**

Police Department

City Attorney

City Administrator

### **MAYOR & COUNCILPERSONS**

Millie Youngquist, Mayor

Illa Earnest

Patrick Morgan

Elaine Moore

Ivan Rangel

Kenneth Schroeder

Fran Stigers

### **ADJOURNMENT**

City of Washington  
Council Minutes 12-3-2024

At 6:00 P.M. the Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street with Mayor Millie Youngquist in the chair.

On roll call present: Morgan (via zoom), Moore, Stigers, Earnest, Schroeder. Absent: Rangel

Mayor Youngquist asked for a Motion for approval of the Agenda. Motion by Moore, second by Stigers to approve the Agenda. Motion carried.

**CONSENT:**

1. Council Minutes for November 19, 2024 Regular Session
2. Bolton & Menk, Washington Airport/Rehabilitate Hanger Fee, \$680
3. Future Line Truck Bodies, Dump Body for M/C Tonner Truck, \$14,149.73
4. Simmering-Cory, Grant Administration Services, \$16,000
5. Simmering-Cory, October 2024 Ordinances Supplement, \$579
6. Veenstra & Kimm, Inc., Engineering services for 12<sup>th</sup> Ave. & Washington Street Intersection Improvements, \$752
7. Veenstra & Kimm, Inc., Engineering services for Central Park Restroom, \$1,007.50
8. Christner Contracting, Inc., Central Park Restroom Project Payment Request #1, \$21,981.418
9. Ace n More, 1901 E. Washington Street, Class B Retail Alcohol License (renewal)
10. Department Reports

Motion by Moore, second by Schroeder to approve consent items 1-10. Motion Carried. 5-0

Motion by Moore, seconded by Earnest to approve the Special Event Request for Live Animal Christmas Show & Winter Wonderland, Alley on 215 S. Marion Avenue, Marion Avenue Baptist Church, on December 10<sup>th</sup>, 11<sup>th</sup>, 13<sup>th</sup> 2024 from 5:00 – 10:00 p.m. and December 14<sup>th</sup>, 15<sup>th</sup> 2024 from 8:00 a.m. – 9:00 p.m. Motion carried. 5-0

Public Comment: None

The claims were presented by Finance Director, Kelsey Brown.

**CITY OF WASHINGTON, IOWA  
CLAIMS BY FUND  
DECEMBER 3, 2024**

**GENERAL**

ACE-N-MORE	SUPPLIES	219.41
ALLIANT ENERGY	ALLIANT ENERGY	5357.37
AMAZON CAPITAL SERVICES	SUPPLIES/LIB MATERIALS	451.38
BAKER & TAYLOR	LIBRARY MATERIALS	258.25

BAKER PAPER & SUPPLY	COPY PAPER	252.00
BROWN, KELSEY	REIMBURSEMENT	16.41
BRUNS, DAVID	INSPECTIONS 2024	405.00
CEC	MEDIA EQUIPMENT MAINTENANC	5262.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES	486.00
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	145.86
CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	100.00
DE LAGE LANDEN PUBLIC FINANCE LLC	MDT TABLET LEASE	577.88
ELECTRICAL ENGINEERING & EQUIPMENT CO	LIGHT REPAIR	101.25
ELLIOT OIL COMPANY-BP ONE TRIP	FUEL	39.23
FIRE SERVICE TRAINING BUREAU	TRAINING	100.00
GALLS LLC	BADGES	346.81
GAZETTE COMMUNICATIONS INC - SUBSCRIPT	SUBSCRIPTION	234.00
GFC LEASING - WI	PRINTER LEASE	249.64
GREINER, ALISON	MILEAGE REIMBURSEMENT	227.80
HIWAY SERVICE CENTER	FUEL FILTER	29.99
IEMSA	TRAINING - BILL W.	365.00
IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	318.75
IOWA SFMA	MEMBERSHIP RENEWAL	75.00
JOHN DEERE FINANCIAL	MOWER REPAIR	4.06
KALONIAL LAWN CARE	FALL SPRAYING	1500.00
KAZAKOV, MILLANA	2024- MUNICIPAL BAND PAY	87.00
KRON, KATHY	MEAL REIMBURSEMENT	20.00
MARCO, INC.	COPIER LEASE	449.99
MIDWEST TREE SERVICE INC.	XMAS LIGHTS FOR FOUNTAIN	750.00
PITNEY BOWES GLOBAL FIN SERVICES LLC	POSTAGE METER RENTAL	259.44
PONTEM SOFTWARE	BURIAL SOFTWARE	2620.00
RANGEMASTERS TRAINING CENTER	BODY ARMOR/SUPPLIES	1242.52
ROTARY CLUB OF WASHINGTON	DUES	148.30
SECRETARY OF STATE	NOTARY- BOTKINS/BROWN	60.00
SLEEP INN & SUITES	LODGING	89.60
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	61.38
STOREY KENWORTHY/MATT PARROTT	TAX FORMS	246.22
TIFCO INDUSTRIES	SAFETY GLASSES	179.17
ULINE	SUPPLIES/MATS FOR CITY HALL	1142.18
VISA-TCM BANK, N.A.	MEALS FOR TRAINING,FUEL,NOTARY	2624.26
WASHINGTON LUMBER	CUTTING SUPPLIES/LADDER	75.58
WASHINGTON RENTAL	BLOWER REPAIR	60.00
WIBSTAD, ZACH	BOOT REIMBURSEMENT	100.00
WMPF GROUP LLC	LEGAL ADVERTISING	20.95
	<b>TOTAL</b>	<b>27359.68</b>

**AIRPORT**

ACE-N-MORE	SUPPLIES	342.00
VISA-TCM BANK, N.A.	ZOOM FEE	17.11
	<b>TOTAL</b>	<b>359.11</b>

**ROAD USE**

ACE-N-MORE	SUPPLIES	200.13
ARNOLD MOTOR SUPPLY	WASHER FLUID	24.60
CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	50.00
DOUDS STONE LLC	ROADSTONE	763.53
EASTERN IOWA TIRE - BURLINGTON	TIRES	1511.84
ELLIOT OIL COMPANY-BP ONE TRIP	FUEL	136.71
HI-LINE INC	PARTS	359.96
IOWA PRISON INDUSTRIES	SIGNS	773.30
	<b>TOTAL</b>	<b>3820.07</b>

**STREET LIGHTING**

ALLIANT ENERGY	ALLIANT ENERGY	398.43
	<b>TOTAL</b>	<b>398.43</b>

**HOTEL/MOTEL TAX**

KEITH DIGITAL MEDIA	VIDEO SHOOT & EDITING	700.00
VISA-TCM BANK, N.A.	WEB, WEBSITE, COMPUTER	150.53
VORTEX DIGITAL BUSINESS SOLUTIONS, INC	WEB UPDATES	2050.20
	<b>TOTAL</b>	<b>2900.73</b>

**SC RES UR**

WASHINGTON STATE BANK	TIF - VOGELS	2586.98
	<b>TOTAL</b>	<b>2586.98</b>

**DOWNTOWN COMM UR**

MARSHALL'S PROPERTIES, LLC	TIF REBATE	3778.81
	<b>TOTAL</b>	<b>3778.81</b>

**CAPITAL PROJECTS**

CORE & MAIN LP	CENTRAL PARK RR	1582.89
	<b>TOTAL</b>	<b>1582.89</b>

**INDUSTRIAL DEVELOP**

WEDG	LOT 5 - 6% ON SALE	2100.00
	<b>TOTAL</b>	<b>2100.00</b>

**WELLNESS PARK**

CARSON PLUMBING & HEATING SRVS INC	WP CONCESS STAND PLUMBING	1760.41
VISA-TCM BANK, N.A.	FOUNTAIN REPAIR, MEMBERSHI	940.02
WASHINGTON LUMBER	SUPPLIES	1805.01
	<b>TOTAL</b>	<b>4505.44</b>

**K-9 PROGRAM**

ACE-N-MORE	K9 FOOD	44.99
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	<b>TOTAL</b>	<b>44.99</b>
<b>LIBRARY GIFT</b>		
MCCLENAHAN, CRAIG	MCCLENAHAN, CRAIG	100.00
OVERDRIVE, INC.	DIGITAL MATERIALS	589.22
PLASTICARDS INC.	LIBRARY CARDS	784.00
TUCCI, JESSICA H.	POTTERY MAKE IT SPACE	793.48
	<b>TOTAL</b>	<b>2266.70</b>
<b>WATER UTILITY</b>		
ACE-N-MORE	SUPPLIES	390.16
ALLIANT ENERGY	ALLIANT ENERGY	4801.04
AMAZON CAPITAL SERVICES	SWEATSHIRTS	174.80
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	34.52
CONKLIN, DANA	MILEAGE REIMBURSEMENT	28.14
CORE & MAIN LP	DT BATHROOMS	122.88
E H WACHS COMPANY	EXERCISE VALVE WRENCH	729.08
FERGUSON WATERWORKS# 2516	METER READER REPAIR	330.00
IOWA ONE CALL	SERVICE	145.80
MUNICIPAL MANAGEMENT CORP.	WATER LEAK DETECTOR ANNUAL	3500.00
POSTMASTER	BULK MAILING WATER BILLS	1265.85
VISA-TCM BANK, N.A.	DNR CERTIFICATION	32.29
	<b>TOTAL</b>	<b>11554.56</b>
<b>SEWER UTILITY</b>		
ALLIANT ENERGY	ALLIANT ENERGY	122.63
ARNOLD MOTOR SUPPLY	PARTS	79.99
CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	100.00
EASTERN IOWA TIRE - BURLINGTON	TIRES	1511.84
IGRAPHIX, INC	H2S METER SHIPPING	18.05
VISA-TCM BANK, N.A.	LODGING/TRAINING	1114.26
WASHINGTON DISCOUNT TIRE	TIRE DISPOSAL	131.84
	<b>TOTAL</b>	<b>3078.61</b>
<b>SANITATION</b>		
WASH CO HUMANE SOCIETY	COLLECTIONS NOVEMBER	333.90
	<b>TOTAL</b>	<b>333.90</b>
	<b>TOTAL</b>	<b>66670.90</b>

Motion by Moore, seconded by Schroeder to approve December 3, 2024 claims report. Motion carried. 5-0

Mayer Youngquist opened the Public Hearing for Budget Amendment #1 for FY25 Motioned by Moore, seconded by Stigers. Motion carried. 5-0. No comment or questions from the public or

council members. Moore motioned to close the Public Hearing for Budget Amendment #1 for FY25, seconded by Earnest. Roll Call on Motion. Ayes: Earnest, Morgan, Moore, Stigers, Schroeder. Nays: None. Motion carried.

Discussion and Consideration of a Resolution Approving Budget Amendment #1 for Fiscal Year 2025. Motioned by Stigers, seconded by Morgan. Roll Call on Motion. Ayes: Morgan, Earnest, Moore, Stigers, Schroeder. Nays: None. Motion Carried. **(RESOLUTION NO. 2024-078)**

Discussion and Consideration for Approval to sign the 28E Agreement with the Iowa Alcoholic Beverages Division for the FY2025 Tobacco Compliance Program. Motion by Moore to approve, seconded by Stigers. Motion Carried. 5-0

Discussion and Consideration of a Resolution Approving a Surface Transportation Block Grant Program Agreement (STBG-SWAP) with the Iowa Department of Transportation for Pavement Repairs and Restriping on Iowa Highway 92. Motioned by Earnest, seconded by Moore. Roll Call on Motion. Ayes: Earnest, Moore, Stigers, Schroeder, Morgan. Nays: None. Motion Carried. **(RESOLUTION NO. 2024-079)**

Discussion and Consideration of a Resolution Approving a Highway Safety Improvement Program Agreement (HISP-SWAP) with the Iowa Department of Transportation for Pavement Repairs and Restriping on Iowa Highway 92. Motioned by Stigers, seconded by Moore. Roll Call on Motion. Ayes: Moore, Stigers, Schroeder, Morgan, Earnest. Nays: None. Motion Carried. **(RESOLUTION NO. 2024-080)**

Discussion and Consideration of a Resolution Approving Contractors for the Owner-Occupied Housing Rehabilitation Program Administered by ECICOG. Motioned by Moore, seconded by Morgan. Roll Call on Motion. Ayes: Stigers, Schroeder, Morgan, Earnest Moore. Nays: None. Motion Carried. **(RESOLUTION NO. 2024-081)**

Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 737 S. 2<sup>nd</sup> Avenue for \$28,950. Motion by Moore to approve, seconded by Stigers. Motion Carried. 5-0

Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 602 E. Washington Street for \$34,950. Motion by Stigers to approve, seconded by Moore. Motion Carried. 5-0

Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract for Forgivable Loan, and related contract documents for 529 W. Jefferson Street for \$25,600. Motion by Schroeder to approve, seconded by Earnest. Motion Carried. 5-0

Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 703 W. Main Street for \$34,700. Motion by Morgan to approve, seconded by Stigers. Motion Carried. 5-0

Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 317 E. Main Street for \$28,500. Motion by Moore to approve, seconded by Schroeder. Motion Carried. 5-0



Discussion and Consideration to Approve and Authorize Mayor to sign Housing Rehabilitation Contract, Forgivable Loan, and related contract documents for 515 W. Jefferson Street for \$28,200. Motion by Stigers to approve, seconded by Earnest. Motion Carried. 5-0

Discussion and Consideration to Set a Work Session to Hold the First FY26 Budget Meeting on January 7, 2025 at 4:00 p.m. Motion by Moore to approve, seconded by Morgan. Motion Carried. 5-0

Discussion and Consideration to Approve Implementation of Time and Attendance Software. Motion by Moore to approve, seconded by Morgan. Motion carried. 5-0

Motion to un-table made by Stigers, seconded by Earnest for the Discussion and Consideration Approving a Resolution to Provide a Notice of Hearing and Letting on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 12<sup>th</sup> Avenue Traffic Signal Project and Taking of Bids Therefore. **(tabled 11-19-2024)** Motion by Earnest to approve, seconded by Moore. Roll Call on Motion. Ayes: Schroeder, Morgan, Earnest, Moore, Stigers. Nays: None. Motion carried. 5-0 **(RESOLUTION NO. 2024-082)**

Department reports were presented.

Motion by Morgan, seconded by Stigers that the Regular Session held at 6:00 p.m., Tuesday, December 3, 2024, is adjourned at 6:33 p.m. Motion passed unanimously.

ATTEST:  
Kathy Kron, City Clerk

Millie Youngquist  
Mayor

Iowa Municipalities Workers' Compensation Assoc  
 500 SW 7th Street  
 Suite 101  
 Des Moines IA 50309

Invoice	INV92457
Date	12/1/2024
Page	1

**Bill To:**

Washington, City of  
 215 E Washington  
 Washington IA 52353

**Ship To:**

Washington, City of  
 215 E Washington  
 Washington IA 52353

Please remit payment to: IMWCA, PO Box 8186, Des Moines, IA 50301

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req. Ship. Date	Master No.
		WASHI001	AG0075		NET 30	12/1/2024	99,457
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	INSTALL6	Installment 6 - Work Comp Prem 24-25	\$0.00	\$5,826.00	\$5,826.00

Subtotal	\$5,826.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$5,826.00</b>

This invoice is due by January 1, 2025.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past due.  
 When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.



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

**Invoice**

October 10, 2024  
 Project No: 7046.011  
 Invoice No: 0216613

City of Washington  
 City Hall  
 215 East Washington Street  
 Washington, IA 52353

**Professional Services: September 1, 2024 through September 30, 2024**

Project	7046.011	2021 Washington Water Main Improvements - Final Design	
<b>Fee</b>			
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
<b>Total this Project</b>			<b>0.00</b>

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Project	7046.012	2021 Washington Water Main Improvements - CDBG Grant Additional Services	
<b>Total this Project</b>			<b>0.00</b>

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Project	7046.013	2021 Washington Water Main Improvements- Permitting	
<b>Total this Project</b>			<b>0.00</b>

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Project	7046.014	2021 Washington Water Main Improvements - Bidding	
<b>Fee</b>			
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
<b>Total this Project</b>			<b>0.00</b>

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

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

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Project	7046.015	2021 Washington Water Main Improvements - Easements		
			<b>Total this Project</b>	<b>0.00</b>

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Project	7046.016	2021 Washington Water Main Improvements - Property Survey		
<b>Fee</b>				
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
			<b>Total this Project</b>	<b>0.00</b>

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Project	7046.017	2021 Washington Water Main Improvements - Topographic Survey		
<b>Fee</b>				
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
			<b>Total this Project</b>	<b>0.00</b>

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Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
<b>Fee</b>				
Total Fee		69,200.00		
Percent Complete		93.00	Total Earned	64,356.00
			Previous Fee Billing	62,626.00
			Current Fee Billing	1,730.00
			<b>Total this Project</b>	<b>\$1,730.00</b>

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Project	7046.019	2021 Washington Water Main Improvements - Post Construction/Record Drawings		
<b>Fee</b>				
Total Fee		7,600.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00

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

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

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Project	7046.011	Washington Water Main - Final Design	Invoice	0216613
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<b>Total this Project</b>	<b>0.00</b>
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Project	7046.020	2021 Washington Water Main Improvements - Construction Staking
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<b>Total this Project</b>	<b>0.00</b>
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<b>Total this Invoice</b>	<b>\$1,730.00</b>
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**TERMS:** Payment is due within 30 days of the date on this invoice.

Page 3 of 3

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

*Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kelsey Brown, Finance Director  
Kathy Kron, City Clerk  
Kevin Olson, City Attorney*



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

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## **Memorandum**

December 4, 2024

To: Mayor and City Council

From: Kelsey Brown  
Finance Director

Re: WEDG 50% of payoff for 915 E. Tyler Street

In 2020, NLW Holdings gifted their property at 915 E. Tyler to the City of Washington and WEDG. Wildhawk Investments (Brava Tile) then entered into a purchase agreement for this property that once costs for splitting the commercial property with residential had been covered, that the rest of the payments from the purchase be split between the City and WEDG. This purchase contract was in place through June 2028. In late October, Wildhawk Investments reached out for a contract payoff price with intent to pay off in November of 2024. The payoff of \$934,556.24 has now occurred and added to the budget amendment. This memo is requesting the payment of \$467,278.12 to WEDG for half of the remaining contract price per the Distribution Agreement.

Thank you,

A handwritten signature in purple ink, appearing to be "Kelsey Brown", is written over the name "Kelsey" which is printed below it.

Kelsey

City of Washington  
 Projected Allocation of 915 East Tyler Building Payments  
 Calendar Year 2024

	Total	City Reimb	WEDG Share	City Share	Date Rec'd	Check Math
2024 Payments:	\$ 103,173.00	\$ -	\$ 51,586.50	\$ 51,586.50	12/29/2023	\$ 8,597.75 DD
		0.00%	50.00%	50.00%		
January	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	2/1/2024	\$ 8,597.75 DD
February	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	3/1/2024	\$ 8,597.75 DD
March	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	4/1/2024	\$ 8,597.75 DD
April	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	5/1/2024	\$ 8,597.75 DD
May	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	6/3/2024	\$ 8,597.75 DD
June	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	7/1/2024	\$ 8,597.75 DD
July	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	8/1/2024	\$ 8,597.75 DD
August	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	9/3/2024	\$ 8,597.75 DD
September	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	10/2/2024	\$ 8,597.75 DD
October	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	11/1/2024	\$ 8,597.75 DD
November	\$ 8,597.75	-	\$ 4,298.88	\$ 4,298.88	11/7/2024	\$ 934,556.24 DD
November-Payoff	\$ 934,556.24	-	\$ 467,278.12	\$ 467,278.12		
2024 Payments	\$ 1,029,131.49	\$ -	\$ 514,565.75	\$ 514,565.75		
		Stays in Ind Dvpt 308	Checks to WEDG	Goes to Res Dvpt 315 or other per schedule		
		308-4-6020-4-4310	308-6-6020-6498			

# **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. 31526  
Date 11/30/2024  
Client No. 03793

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Progress billing on audit of financial statements  
for the year ended June 30, 2024.

\$ 5,000.00

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





UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 995002

Invoice Date: December 8, 2024  
 Account Number: 185406592  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2024 through November 30, 2024

Prior Balance:	\$250.00
Payments Received as of December 6, 2024	\$250.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$250.00
<b>Total Fees Due</b>	<b>\$250.00</b>

Remittance Stub  
 Billing Period 06/01/2024 - 11/30/2024

Account Number: 185406592  
 Invoice Number: 995002  
 Remit Balance \$250.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 995002  
 Attention Fee Processing

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 995002

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**Account Detail**  
**WASHINGTON IA GO 2015**

**Account Number: 185406592**

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**Administrative Fees**

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Paying Agent Fee	\$250.00
<b>Administrative Fees Total</b>	<b>\$250.00</b>
<b>Account Total</b>	<b>\$250.00</b>

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UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 995034

Invoice Date: December 8, 2024  
 Account Number: 185408820  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2024 through November 30, 2024

Prior Balance:	\$250.00
Payments Received as of December 6, 2024	\$250.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$250.00
<b>Total Fees Due</b>	<b>\$250.00</b>

Remittance Stub  
 Billing Period 06/01/2024 - 11/30/2024

Account Number: 185408820  
 Invoice Number: 995034  
 Remit Balance \$250.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 995034  
 Attention Fee Processing

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 995034

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**Account Detail**  
**WASHINGTON IA GO 2016A**

**Account Number: 185408820**

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**Administrative Fees**

---

Paying Agent Fee \$250.00

---

**Administrative Fees Total \$250.00**

---

**Account Total \$250.00**



UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 995035

Invoice Date: December 8, 2024  
 Account Number: 185408838  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2024 through November 30, 2024

Prior Balance:	\$250.00
Payments Received as of December 6, 2024	\$250.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$250.00
<b>Total Fees Due</b>	<b>\$250.00</b>

Remittance Stub  
 Billing Period 06/01/2024 - 11/30/2024

Account Number: 185408838  
 Invoice Number: 995035  
 Remit Balance \$250.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 995035  
 Attention Fee Processing

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 995035

---

**Account Detail**  
**WASHINGTON IA GO 2016B**

**Account Number: 185408838**

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**Administrative Fees**

---

Paying Agent Fee	\$250.00
<b>Administrative Fees Total</b>	<b>\$250.00</b>
<b>Account Total</b>	<b>\$250.00</b>

---



UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 995214

Invoice Date: December 8, 2024  
 Account Number: 185417201  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2024 through November 30, 2024

Prior Balance:	\$300.00
Payments Received as of December 6, 2024	\$300.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$300.00
<b>Total Fees Due</b>	<b>\$300.00</b>

Remittance Stub  
 Billing Period 06/01/2024 - 11/30/2024

Account Number: 185417201  
 Invoice Number: 995214  
 Remit Balance \$300.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 995214  
 Attention Fee Processing

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 995214

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**Account Detail**  
**WASHINGTON IA GO 2018A**

**Account Number: 185417201**

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**Administrative Fees**

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Paying Agent Fee	\$300.00
<b>Administrative Fees Total</b>	<b>\$300.00</b>
<b>Account Total</b>	<b>\$300.00</b>

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UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 995261

Invoice Date: December 8, 2024  
 Account Number: 185418837  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2024 through November 30, 2024

Prior Balance:	\$300.00
Payments Received as of December 6, 2024	\$300.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$300.00
<b>Total Fees Due</b>	<b>\$300.00</b>

Remittance Stub  
 Billing Period 06/01/2024 - 11/30/2024

Account Number: 185418837  
 Invoice Number: 995261  
 Remit Balance \$300.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 995261  
 Attention Fee Processing

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 995261

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**Account Detail**  
**WASHINGTON IA GO 2018B**

**Account Number: 185418837**

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**Administrative Fees**

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Paying Agent Fee \$300.00

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**Administrative Fees Total \$300.00**

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**Account Total \$300.00**



Washington County EMA  
 2183 Lexington Blvd  
 PO Box 889  
 Washington, IA 52353

20241211

City of Washington  
 215 E Washington St.  
 Washington, IA 52353

DESCRIPTION	TOTAL
Matching funds: Outdoor Warning Siren project (City of Washington)	\$15,000.00
Total Due	\$15,000.00

Invoice due upon receipt.

Make all checks payable to Washington County Emergency Management Agency.  
 If you have any questions concerning this invoice, contact Marissa Reisen 319/653-3015

**Thank you!**



Iowa Finance Authority  
 1963 Bell Avenue, Suite 200  
 Des Moines, IA 50315

Telephone: 515.452.0400  
 Fax: 877.461.0904

**City of Washington**  
**Attn: City Clerk**  
**215 E Washington Street**  
**Washington IA 52353**

**LOAN STATEMENT**

<i>Statement Date</i>	11/4/2024
<i>Loan Number:</i>	C0441R
<i>Original Loan Amount</i>	\$3,000,000.00
<i>Current Loan Balance:</i>	\$2,038,000.00
<i>Interest Rate:</i>	1.75%
<i>Annual Service Fee Rate</i>	0.25%
<b><i>Payment Due Date:</i></b>	<b>12/1/2024</b>
<b><i>Current Principal Due:</i></b>	<b>\$0.00</b>
<b><i>Prior Principal Due</i></b>	<b>\$0.00</b>
<b><i>Current Interest Due:</i></b>	<b>\$17,832.50</b>
<b><i>Prior Interest Due</i></b>	<b>\$0.00</b>
<b><i>Service Fee Due:</i></b>	<b>\$0.00</b>
<b><i>Total Amount Due:</i></b>	<b>\$17,832.50</b>

**Do not pay.** The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) to request an ACH Authorization form. Complete the ACH Authorization form and email to [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or [Becky.Wu@IowaFinance.com](mailto:Becky.Wu@IowaFinance.com)

Keep upper portion for your records

C0441R



Iowa Finance Authority  
 1963 Bell Avenue, Suite 200  
 Des Moines, IA 50315



Telephone: 515.452.0400  
 Fax: 877.461.0904

**City of Washington**  
**Attn: City Clerk**  
**215 E Washington Street**  
**Washington IA 52353**

**LOAN STATEMENT**

<i>Statement Date</i>	11/4/2024
<i>Loan Number:</i>	CF0412R
<i>Original Loan Amount</i>	\$16,316,000.00
<i>Current Loan Balance:</i>	\$10,046,000.00
<i>Interest Rate:</i>	1.75%
<i>Annual Service Fee Rate</i>	0.25%
<b><i>Payment Due Date:</i></b>	<b>12/1/2024</b>
<b><i>Current Principal Due:</i></b>	<b>\$0.00</b>
<b><i>Prior Principal Due</i></b>	<b>\$0.00</b>
<b><i>Current Interest Due:</i></b>	<b>\$87,902.50</b>
<b><i>Prior Interest Due</i></b>	<b>\$0.00</b>
<b><i>Service Fee Due:</i></b>	<b>\$0.00</b>
<b><i>Total Amount Due:</i></b>	<b>\$87,902.50</b>

**Do not pay.** The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) to request an ACH Authorization form. Complete the ACH Authorization form and email to [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or [Becky.Wu@IowaFinance.com](mailto:Becky.Wu@IowaFinance.com)

Keep upper portion for your records

CF0412R



Iowa Finance Authority  
 1963 Bell Avenue, Suite 200  
 Des Moines, IA 50315

Telephone: 515.452.0400  
 Fax: 877.461.0904

**City of Washington**  
**Attn: City Clerk**  
**215 E Washington Street**  
**Washington IA 52353**

**LOAN STATEMENT**

<i>Statement Date</i>	11/4/2024
<i>Loan Number:</i>	D0544R
<i>Original Loan Amount</i>	\$219,000.00
<i>Current Loan Balance:</i>	\$177,000.00
<i>Interest Rate:</i>	1.75%
<i>Annual Service Fee Rate</i>	0.25%
<b>Payment Due Date:</b>	<b>12/1/2024</b>
<i>Current Principal Due:</i>	\$0.00
<i>Prior Principal Due</i>	\$0.00
<i>Current Interest Due:</i>	\$1,548.75
<i>Prior Interest Due</i>	\$0.00
<i>Service Fee Due:</i>	\$221.25
<b>Total Amount Due:</b>	<b>\$1,770.00</b>

**Do not pay.** The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) to request an ACH Authorization form. Complete the ACH Authorization form and email to [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or [Becky.Wu@IowaFinance.com](mailto:Becky.Wu@IowaFinance.com)

Keep upper portion for your records

**D0544R**



Iowa Finance Authority  
 1963 Bell Avenue, Suite 200  
 Des Moines, IA 50315

Telephone: 515.452.0400  
 Fax: 877.461.0904

**City of Washington**  
**Attn: City Clerk**  
**215 E Washington Street**  
**Washington IA 52353**

**LOAN STATEMENT**

<i>Statement Date</i>	11/4/2024
<i>Loan Number:</i>	D0431R
<i>Original Loan Amount</i>	\$4,378,000.00
<i>Current Loan Balance:</i>	\$3,242,000.00
<i>Interest Rate:</i>	1.75%
<i>Annual Service Fee Rate</i>	0.25%
<b><i>Payment Due Date:</i></b>	<b>12/1/2024</b>
<b><i>Current Principal Due:</i></b>	<b>\$0.00</b>
<b><i>Prior Principal Due</i></b>	<b>\$0.00</b>
<b><i>Current Interest Due:</i></b>	<b>\$28,367.50</b>
<b><i>Prior Interest Due</i></b>	<b>\$0.00</b>
<b><i>Service Fee Due:</i></b>	<b>\$4,052.50</b>
<b><i>Total Amount Due:</i></b>	<b>\$32,420.00</b>

**Do not pay.** The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please email our SRF team at [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) to request an ACH Authorization form. Complete the ACH Authorization form and email to [waterquality@iowafinance.com](mailto:waterquality@iowafinance.com) at least one week before your payment is due and we will process the current amount due as well as future payments automatically.

Questions? Please contact Becky Wu at 800-432-7230 or [Becky.Wu@IowaFinance.com](mailto:Becky.Wu@IowaFinance.com)

Keep upper portion for your records

**D0431R**

Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kathy Kron, City Clerk  
Kelsey Brown, Finance Director  
Kevin D. Olson, City Attorney



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

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NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE LICENSE RENEWALS

Business Name: **Dollar General #21535**

Business Address: **225 West Madison Street, Washington, Iowa**

App #: **App-211351**

Type of License: New: \_\_\_\_\_ Renewal:  X  Special: \_\_\_\_\_ Five-Day: \_\_\_\_\_

Amendment: \_\_\_\_\_

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class B Retail Alcohol 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:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: <sup>17-14</sup> **December 3rd, 2024**

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

Police Chief sign off \_\_\_\_\_ Date 11-19-2024

Fire: fire inspection done: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Fire Chief sign off \_\_\_\_\_ Date \_\_\_\_\_



gam



Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kathy Kron, City Clerk  
Kelsey Brown, Finance Director  
Kevin D. Olson, City Attorney



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

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE LICENSE RENEWALS

Business Name: **Dollar General # 35**

Business Address: **225 West Madison Street, Washington, Iowa**

App #: **App-211351**

Type of License: New: \_\_\_\_\_ Renewal:  X  Special: \_\_\_\_\_ Five-Day: \_\_\_\_\_

Amendment: \_\_\_\_\_

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class B Retail Alcohol 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:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **December 3<sup>rd</sup>, 2024**

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

Police Chief sign off \_\_\_\_\_ Date \_\_\_\_\_

Fire: fire inspection done: Yes:  (circled)  No: \_\_\_\_\_

Fire Chief sign off  [Signature]  Date  12/4/24



# State of Iowa

Alcoholic Beverages Division

## Applicant # 211351

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
DOLGENCORP, LLC	Dollar General #21535	(615) 855-4000

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
225 West Madison Street		Washington	Washington	52353

MAILING ADDRESS	CITY	STATE	ZIP
100 Mission Ridge	Goodlettsville	Tennessee	37072

## Contact Person

NAME	PHONE	EMAIL
Tax Dept	(615) 855-4000	tax-beerandwinelicense@dollargeneral.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000057	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 27, 2025	Jan 26, 2026	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Zachary Brining	Goodlettsville	Tennessee	37072	LLC Manager	0.00	Yes
Emily Taylor	Goodlettsville	Tennessee	37072	LLC Manager	0.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kathy Kron, City Clerk  
Kelsey Brown, Finance Director  
Kevin D. Olson, City Attorney



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

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NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE LICENSE RENEWALS

Business Name: **The Tippy Travelers**

Business Address: **208 South Marion Avenue, Washington, Iowa**

App #: **App-211818**

Type of License: New: \_\_\_\_\_ Renewal: \_\_\_\_\_ Special: \_\_\_\_\_ Five-Day: X

Amendment: \_\_\_\_\_

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class C Retail Alcohol 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:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **December 17<sup>th</sup>, 2024**

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 [Signature] Date 12/4/24

Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kathy Kron, City Clerk  
Kelsey Brown, Finance Director  
Kevin D. Olson, City Attorney



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

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NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE LICENSE RENEWALS

Business Name: **The Topsy Travelers**

Business Address: **208 South Marion Avenue, Washington, Iowa**

App #: **App-211818**

Type of License: New: \_\_\_\_\_ Renewal: \_\_\_\_\_ Special: \_\_\_\_\_ Five-Day:  X

Amendment: \_\_\_\_\_

Permanent Premise Transfer:

Beer/Wine Permit:

Liquor License: **Class C Retail Alcohol 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:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **December 17<sup>th</sup>, 2024**

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

Police Chief sign off \_\_\_\_\_ . Date 12-3-2024

Fire: fire inspection done. Yes: \_\_\_\_\_ No: \_\_\_\_\_

Fire Chief sign off \_\_\_\_\_ . Date \_\_\_\_\_ .



## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THE TIPSY TRAVELER'S LLC	The Tippy Travelers	(319) 201-0470		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
208 South Marion Avenue		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1919 Dogwood Avenue	Keota	Iowa	52248	

## Contact Person

NAME	PHONE	EMAIL
Megan Libe	(319) 201-0470	tippytravelrs@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 18, 2024	Dec 22, 2024	

### SUB-PERMITS

Class C Retail Alcohol License

### PRIVILEGES

## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Megan Libe	Keota	Iowa	52248	owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Dec 18, 2024

POLICY EXPIRATION DATE

Dec 23, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



# Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

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

Rhonda Hill  
Administrative Assistant

Shamus Altenhofen  
Lieutenant

Jason Chalupa  
Sergeant

Benjamin Altenhofen  
Sergeant

Brian VanWilligen  
Sergeant / Investigator

Eric Kephart  
K-9 Handler

Mia Brdecka  
Police Officer

Jacob Butler  
Police Officer

Ryan Burkhardt  
Police Officer

Devin Fraise  
Police Officer

Easton Botkins  
Police Officer

Noah Kleese  
Police Officer

## Activity Report November 2024

Calls for service stayed steady in November at 440, and 54 reportable offenses.

We have been selected as one of the first 24 law enforcement agencies in the state to participate in the new Iowa Law Enforcement Accreditation Program. This is a voluntary program with three main goals: Establish and maintain standards that represent current professional law enforcement practices; Increase effectiveness and efficiency in the delivery of law enforcement services; and establish standards that reduce liability for the agency and its members. Our selection includes grant funding for the initial accreditation fee.

The Command Staff have started working through the process and reviewing the 87 accreditation standards and we're hopeful that we can complete the process this coming spring.

In November, Officer Kephart, K-9 Dex and Officer Fraise took part in Lincoln Elementary's Family Literacy Night. Officer Kephart completed the Axon Taser Instructor course, and Investigator VanWilligen assisted at the Iowa Law Enforcement Academy for OWI scenarios and OWI wet lab.

At the end of November we began a parking enforcement initiative, focusing on vehicles parked in the wrong direction, vehicles parked on sidewalks and trailers, or junk vehicles being stored on the street. Within the first few days, several warning notices were issued, and we've heard many positive comments from citizens.

Our IT provider completed their work on our multifactor authentication upgrades, to meet the federal CJIS requirements.

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

## 2024 Activity & Offense Report For the Month of: November

ACTIVITY	Previous Month	Current Month	Year - to - Date
<b>Calls For Service</b>	<b>531</b>	<b>440</b>	<b>5,589</b>
Animal Calls	27	14	301
Animal Bites	1	3	24
Traffic Citations / Written Warnings	72	46	684
Parking Tickets	1	3	161
Golf Cart Registrations	1	0	20
Vehicle Unlocks	28	23	256
Arrest Warrants Served	12	2	102
Search Warrants Served	1	1	9
Mental Health Crisis	10	7	142
Traffic Stops	129	121	1,411
Traffic Accidents	17	19	166
Arrests	33	28	388
Criminal Complaints Filed	45	32	390
<b>Reportable Offenses</b>	<b>52</b>	<b>54</b>	<b>625</b>
Assault	7	3	61
Burglary	1	2	16
Burglary to Motor Vehicle	2	0	12
Domestic Assault	0	2	28
No Contact Order Violation	5	2	19
Criminal Mischief/Vandalism	7	8	64
Drunkenness (Intoxication)	3	3	28
Driving Intoxicated (OWI)	2	4	28
Drug Offense	2	1	37
Drug Paraphernalia	1	1	26
Harassment/Intimidation	1	1	29
Sex Offense	1	2	8
Theft (Includes Shoplifting)	11	11	111
Trespass	0	1	15
Weapons Violation	1	0	3

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 that 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.

**Washington Fire Department**  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-2239 Phone  
(319) 653-5273 Fax  
[www.washingtoniowa.gov](http://www.washingtoniowa.gov)



**Brendan DeLong- Fire Chief**  
Bill Hartsock- 1<sup>st</sup> Asst Fire Chief  
Jim Williams- 2<sup>nd</sup> Asst Fire Chief  
Lacie Porter- Asst Chief of EMS

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**November 2024 Activity Report**

Structure fires- 0  
Vehicle Fires- 0  
Weather related- 0  
Mutual aid assists- 1  
Hazardous Incidents- 2  
Grass fires- 0  
Investigate/good intent- 3  
Rescue/accidents- 4  
Medical- 67

**November calls for service- 77**

**Year to date calls for service.**

Fire/Rescue calls – 158  
Medical calls – 799  
Total calls – 957

EMS Continues to be busy with 67 calls for service in November. We responded to 1 mutual aid request from a surrounding department. Crews responded to a fatality wreck down by Brighton – which was a tough call. A critical incident debriefing was held at our fire station after the incident.

November training was held on Saturday, November 23<sup>rd</sup>. We did a controlled burn of the old Dublin store in the morning. All went according to plan, and we had over 20 firefighters assist. This completed our scheduled training for the year, as we take the month of December off.

I attended numerous staff meetings, and a fire chiefs/EMS directors meeting at the 911 dispatch center to discuss responses. Full-time staff continue to be busy responding to EMS & fire calls, fire inspections, and normal duties around the fire station. I have started planning for the FY2026 budget and have been working with the City Administrator. I also attended a conference in Florida that was put on through the International Fire Chiefs Association and was focused on combination and volunteer departments. This was an excellent conference, and a great learning experience.

Members assisted the Washington Police Department on Saturday, November 30<sup>th</sup> with the lighted holiday parade. We assisted with traffic control, and we put some trucks in the parade. Members also put some Christmas lights on the trucks, and over their gear. Five members walked it with full gear on, and lights over them. It was a neat thing to do.

Respectfully,

A handwritten signature in black ink, appearing to read "Brendan S. DeLong".

Brendan S. DeLong  
Fire Chief  
Washington Fire Department

# Library Services Summary: Nov. 2024

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Service	November	YTD
<u>Physical Circulation</u>	4,146 (+6% Nov 23)	23,240 (+2% YTD)
<u>Digital Circulation</u>	2,100 (+21% Nov 23)	10,299 (+17% YTD)
<u>Total Circulation</u>	6,246 (+10% Nov 23)	33,539 (+6% YTD)
<u>Library Visitors</u>	4,845 (-23% Nov 23)	30,704 (+3% YTD)
<u>Program Attendance</u>	590 (-22% Nov 23)	2,887 (-22% YTD)
<u>New Library Cards</u>	43 (+10% Nov 23)	242 (-13% YTD)
<u>Computer Sessions</u>	380 (-23% Nov 23)	2,811 (+19% YTD)
<u>Wireless Sessions</u>	2,075 (-4% Nov 23)	11,386 (+4% YTD)
<u>Meeting Rm Hours Used</u>	71	427
<u>Active Library Cards</u>	3,816	3,816 (+1% Oct)

## November Program/Service Highlights:

- 158 Hours of MakeIT Place use in November by certified users; 15 new certified users.
- The Library once again hosted the Radio Play and Santa's House on the Saturday after Thanksgiving.

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

11-23-24/12-6-24

**STREETS:** Personnel concluded the leaf vac season and worked on the equipment to be serviced/cleaned and put away, ended up with 106 loads. Personnel installed numerous "NO PARKING" (61) (with 26 to go on North Marion Ave from West 8th St to West 15th St). A few personnel salted the streets and pushed some snow downtown for the first time after a one inch snow.

**WATER DISTRIBUTION:** Personnel had 5 water services for nonpayment. Personnel shut down 3 -12 inch gate valves to assist a contractor to replace a fire hydrant at Bazooka's east building off of North 12th Ave.

**SEWER COLLECTION:** Personnel flushed a sewer on South 9th Ave (off Perdock CT) and a few other trouble spots using 12,000 gallons of water.

**STORM SEWER COLLECTION:** Personnel N/A

**MECHANIC/SHOP:** Personnel serviced #119 (welded a bed patch & installed salt spreader), PD Durango, PD #718, PD #018, New tonner truck (install 2-way CB radio), JD loader (24V/12V converter for CB radio and tire quote at \$782.89), #311 (battery), PD #852 (printer), PD #404, #301 (serviced, new fuel filter and cleaned thoroughly from the leaf season) and new Dodge City Hall pick up (new running boards installed).

**OTHER:** Personnel responded to 43 One Call Locates. Yard Waste pickup has concluded for the year, and will start back up in late March of 2025. 2 personnel online training for grade 1 water distribution license and 1 personnel recertify in PACP, MACP & LACP (assessing sewer lines with the camera system. Personnel hauled numerous loads of spoil away from the shop.

\*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.

## **Water Treatment Plant: November 2024 Council Report**

12/11/24

Here is a summary of the updates and activities from the Water Treatment Department for November, 2024.

**Water Plant Operations:** I submitted our October MOR to the DNR. I paid our annual water use permit fee to the DNR. We read water meters, book 7, our extra monthly meter list, all unread meters, and re-reads. We changed 12 water meters in November. We continue to work on changing meters that are not reading. We continue to record LSLI (lead service line inventory) as we are changing meters. I submitted the LSLI notification certification to the DNR and Kathy got all of the notices mailed out. We collected our routine monthly bacteria samples and the results were absent. Bulk chemicals were filled. We recorded our monthly well levels. We changed bag filters and cleaned the filter vessels. We also changed cartridge filters on RO1 and RO 3. We had 2 apartments on the shut off list and both are still off. We continue to work on and implement our backflow prevention ordinance. Summit Fire serviced and inspected our fire sprinkler system. The YMCA filled up their pools and spa. We got a read on the meter before and after the filling to cut them a break on the sewer part of the bill. Well 6 had standing water on top of it because the drain was clogged. Thanks to JJ and the M&C crew for unclogging that for us. The M&C used our explorer for some training in Des Moines. Thanks to Tim for servicing the explorer for us. We checked on all the towers and well heaters to make sure they are working for winter. Cahoy came down and looked at small leak(drip) on well 7. A piece needs to be welded. We will have that work done some time this winter when Cahoy is in the neighborhood.

**Street/Traffic Lighting:** Franzen electric replaced 2 overhead green traffic lights. Marie electric fixed a street light on the square.

**Operators:** Will and I split the weekends and Holidays evenly. We both try to caring the phone and be on-call evenly.

**Meetings attended:** Weekly staff meetings, I attended a council meeting to discuss our fire panel replacement, meeting with Joe, Kelsey, Deb, and Jeff about water accounts, met with Matt from IRWA, and had multiple sales reps stop by the plant.

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

Thanks, stay safe!

Kyle Wellington

Water Treatment Superintendent

**WWTP report  
December 17<sup>th</sup>, 2024  
Council meeting**

- **After hour alarm and dog call outs –**  
11-15-24 Dog call to the alley of 400 block of West Main @ 5:15 p.m. Parker  
11-18-24 Generator Alarm at the WWTP @ 9:05 p.m.  
11-24-24 Dog call to 600 block of West Tyler @ 6:41 p.m. Parker
  
- **Dept Head meetings-**November 20<sup>th</sup>,27<sup>th</sup>,Dec 4<sup>th</sup>,11<sup>th</sup> and 18<sup>th</sup>
  
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO,Fox eng., and City staff to resolve the issue. 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.
  
- **3<sup>rd</sup> Position-** Alfredo Gomez started on November 25<sup>th</sup>; He is doing well and picking things up quickly. He is signed up for a 30 basic wastewater class in January to prepare him for the IDNR Grade 1 wastewater test.
  
- **Winterizing-** We have been winterizing, checking heaters/furnaces, outdoor equipment, etc. and getting snow equipment.
  
- **Weekly Testing-**With the upcoming holidays we will be changing some of our usual sampling times due to Lab holiday hours. We will still get all required samples completed.
  
- **WWTP November 2024, Discharge Monitoring Report (DMR) –** Average daily flow **1.017 million gallons (mg)**, maximum daily flow **2.243 mg**, minimum daily flow **0.696 mg**. There were **zero (0)** violations of the WWTP’s NPDES discharge permit. Total precipitation for November = **>02.02”** (recorded at the WWTP).

<b>CBOD5 removal 85% required</b>	<b>result = 98%</b>
Influent CBOD5 monthly total =	1728 mg/L
Effluent CBOD5 monthly total =	32.08 mg/L
<b>TSS removal 85% required</b>	<b>result =99.5%</b>
Influent TSS monthly total =	3422 mg/L
Effluent TSS monthly total =	18 mg/L

The Plant is required 85% removal of both CBOD a TSS.

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

**Jason Whisler  
12/12/2024 2:30 P.M.**



**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

Washington Steele Family Aquatics Center Summer 2024  
May 26, 2023 to August 13, 2023

Season Attendance

	2019	2020	2021	2022	2023	2024
Day passes	8,085	4,476	8,747	8,336	10,178	11,215
Season passes	4,788	0	3,049	3,412	3,635	3,336
<b>Total</b>	<b>12,873</b>	<b>4,476</b>	<b>11,796</b>	<b>11,748</b>	<b>13,813</b>	<b>14,551</b>

Swim Lesson Breakdown

	2018	2019	2020	2021	2022	2023	2024
Group lessons	126	158	148	162	160	115	123
Private lessons	54	33	35	60	20	24	49

We more experienced staff to teach lessons resulting in a 33 more kids enrolled (a 24% increase) in swim lessons. Even with the additional lessons we still had a waiting list for the beginner and moderate levels.

Private pool parties were in high demand again this season and we offered 27 dates that were all booked right away.

Daily lap swim was still very well attended and our adult water exercise classes were also very popular.

We did close early for a couple of storm closures. Minimum number of staff to keep the facility open during public swim is 7 which is about \$500 in wages.

The daily average payroll costs to be open for a full day 9am -9pm (lessons – private party) is \$1,108, approx. 100 hours of staff time daily.

**YMCA of WASHINGTON COUNTY IOWA**

520 W 5<sup>th</sup> Street, PO Box 887 Washington, Iowa 52353  
Phone: 319-653-2141 Fax: 319-653-2142 www.washingtony.org

YMCA of Washington County  
 City of Washington Recreational Services

		2023	
Program	Total # of participants		Prelim #s for 2024
Baseball	44		48
Softball	49		60
T-ball	100		91
Youth volleyball	79		70
Youth track	40		53
Fall soccer	74		75
Spring Soccer	144		157
Flag Football	87		121 5th & 6th = 25 players
Youth basketball league	100		50 still registering
<b>Total</b>	<b>717</b>		<b>725</b>

		2022
Program	Total # of participants	
Baseball	24	
Softball	26	
T-ball	146	
Youth volleyball	75	
Youth track	30	
Fall soccer	123	
Spring Soccer	81	
Flag Football	81	
Youth basketball league	45	
Hardwood Academy Summer		
Basketball camp	189	
<b>Total</b>	<b>820</b>	

631 20% increase in 2023 over 2024

		2021
Program	Total # of participants	
Baseball	36	
Softball	12	
T-ball	153	
Youth volleyball	60	
Youth track	52	
Fall soccer	74	
Spring Soccer	137	
Flag Football	66	
Youth basketball league	48	
Hardwood Academy Summer		
Basketball camp	198	
Softball clinic	NA	
<b>Total</b>	<b>836</b>	

60% increase over 2020  
 28% increase over 2019

		2020
Program	Total # of participants	
Baseball	36	Revised format due to Covid-19 includes 3 towns
Softball	18	Revised format due to Covid-19 includes 3 towns



T-ball	131	Revised format due to Covid-19 includes 3 towns
youth volleyball	50	
Youth track	7	offered as virtual - no fees charged
Fall soccer	50	
Spring Soccer		cancelled due to Covid-19
Flag Football	58	
Youth basketball league	48	
<b>Total</b>	<b>398</b>	

Additional programs added in 2020

Hardwood Academy Summer	
Basketball camp	95
Softball clinic	28
<b>Total</b>	<b>123</b>

**2020 Total 521**

**2019**

<b>Program</b>	<b>Total # of participants</b>	
Baseball	74	
Softball	50	
T-ball	150	
youth volleyball	40	
Youth track	29	
Fall soccer	62	
Spring Soccer	123	
Flag Football	66	moved from Saturdays to Thursday evening
Youth basketball league	57	
<b>Total</b>	<b>651</b>	

**2018**

<b>Program</b>	<b>Total # of participants</b>	<b>Members</b>
Baseball	75	
Softball	16	
T-ball	139	
Youth track	32	
Fall soccer	63	
Spring Soccer	92	
Flag Football	55	
<b>Total</b>	<b>472</b>	

**2017**

<b>Program</b>	<b>Total # of participants</b>	<b>Members</b>
Baseball	79	33
Softball	26	6
T-ball	152	
Youth Track	34	
Fall Soccer	39	
Spring Soccer	79	
Flag Football	73	
<b>Total Participants</b>	<b>482</b>	

**2016**

<b>Program</b>	<b>Total # of participants</b>	<b>Members</b>
Baseball	77	35
Softball	50	20
T-ball	171	82
Youth Track	43	
Fall Soccer	0	
Spring Soccer	131	
Flag Football	103	
<b>Total Participants</b>	<b>575</b>	

**2015**

<b>Program</b>	<b>Total # of participants</b>	<b>Members</b>
Baseball	65	25
Softball	47	21
T-ball	180	78
Youth track	48	
Fall Soccer	35	
Spring Soccer	103	
Flag Football	123	
<b>Total Participants</b>	<b>601</b>	

**2014**

<b>Program</b>	<b>Total # of participants</b>	<b>Members</b>
Baseball/Softball/T-Ball	175	
Fall Soccer	NA	
Spring Soccer	134	
Flag Football	111	
<b>Total Participants</b>	<b>420</b>	

**2013**

<b>Program</b>	<b>Total # of participants</b>	<b>Members</b>
Baseball/Softball/T-Ball	178	
Fall Soccer	NA	
Spring Soccer	120	
Flag Football	133	
<b>Total Participants</b>	<b>431</b>	

**2012**

<b>Program</b>	<b>Total # of participants</b>	<b>Members</b>
Baseball/Softball/T-Ball	196	
Fall Soccer	NA	
Spring Soccer	66	
Flag Football	99	
<b>Total Participants</b>	<b>361</b>	

CITY OF WASHINGTON, IOWA

CLAIMS REPORT

DECEMBER 17, 2024

<b>POLICE</b>	ALTENHOFEN, BEN	MILEAGE/MEAL REIMBURSE-REISSUE	174.22	
	ALTENHOFEN, SHAMUS	MILEAGE AND MEAL REIMBURSE	360.23	
	AMAZON CAPITAL SERVICES	PATROL CAR CABLES/SUPPLIES	184.64	
	ARNOLD MOTOR SUPPLY	OIL	105.72	
	AXON ENTERPRISES, INC	TASER TRAINING CARTRIDGES	998.40	
	BDH TECHNOLOGY LLC	IT MAINTENANCE/PRINTER/SOFTWARE	8,216.65	
	CUSTOM IMPRESSIONS INC	NOTARY STAMP	28.95	
	HANSEN, LYLE	SUPPLY REIMBURSEMENT-REISSUE	12.75	
	IOWA POLICE CHIEFS ASSOCIATION	DUES - ALTENHOFEN/LESTER	200.00	
	KCTC	PHONE & INTERNET	199.36	
	RACOM CORPORATION	PORTABLE RADIO EQUIPMENT	206.12	
	SECRETARY OF STATE	NOTARY PUBLIC APPLICATION	30.00	
	VERIZON WIRELESS	WIRELESS SERVICE	1,001.53	
		<b>TOTAL</b>	<b>11,718.57</b>	
	<b>FIRE</b>	ACE-N-MORE	SUPPLIES	96.31
ALL AMERICAN PEST CONTROL		PEST CONTROL	52.50	
CINTAS CORP LOC. 342		TOWEL SERVICE	144.60	
EMBROIDERY BARN		PATCHES	167.00	
HIWAY SERVICE CENTER		PARTS	370.24	
KCTC		PHONE & INTERNET	153.02	
RELIANT FIRE APPARATUS		COMPRESSOR ON LADDER TRUCK	1,987.56	
VERIZON WIRELESS		WIRELESS SERVICE	80.02	
		<b>TOTAL</b>	<b>3,051.25</b>	
<b>EMS</b>	ACE-N-MORE	SUPPLIES	29.16	
		<b>TOTAL</b>	<b>29.16</b>	
<b>DEVELOPMENT SERVICES</b>	VERIZON WIRELESS	WIRELESS SERVICE	86.48	
		<b>TOTAL</b>	<b>86.48</b>	
<b>LIBRARY</b>	ACE-N-MORE	JANITORIAL SUPPLIES	319.13	
	ALL AMERICAN PEST CONTROL	PEST CONTROL	40.00	
	ALLIANT ENERGY	ALLIANT ENERGY	2,135.48	
	AMAZON CAPITAL SERVICES	PROGRAM/LIBRARY MATERIALS	59.73	
	BAKER & TAYLOR	LIBRARY MATERIALS	1,383.72	
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	49.48	
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	112.00	
	CINTAS CORP LOC. 342	MAT SERVICE	135.81	
	FAREWAY STORES	TEEN PROGRAM	28.32	
	J MARIE ELECTRIC LLC	EQUIPMENT REPAIR	656.96	
	KCTC	PHONE & INTERNET	342.17	
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	70.61	
	VALENTINE, TAMMY	HOMEBOUND MILEAGE REIMB	4.69	
		<b>TOTAL</b>	<b>5,338.10</b>	
	<b>PARKS</b>	ALLIANT ENERGY	ALLIANT ENERGY	1,578.10
		JOHN DEERE FINANCIAL	MOWER REPAIR	155.40
KCTC		PHONE & INTERNET	340.21	

	VERIZON WIRELESS	WIRELESS SERVICE	40.01
		<b>TOTAL</b>	<b>2,113.72</b>
<b>POOL</b>	KCTC	PHONE & INTERNET	15.95
		<b>TOTAL</b>	<b>15.95</b>
<b>CEMETERY</b>	ACE-N-MORE	SUPPLIES	71.10
	ARNOLD MOTOR SUPPLY	OIL/OIL DISPENSER	223.61
	KCTC	PHONE & INTERNET	120.28
	MID-AM RES. CHEMICAL CORP	WEED KILLER AND TUBE GREAS	1,318.00
	VERIZON WIRELESS	WIRELESS SERVICE	46.47
		<b>TOTAL</b>	<b>1,779.46</b>
<b>FINANCIAL ADMIN</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
	ACCESS SYSTEMS LEASING	COPIER LEASE	433.61
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	102.51
	ALLIANT ENERGY	ALLIANT ENERGY	24.64
	CARSON PLUMBING & HEATING SRVS INC	REPLACE WATER HEATER	1,096.69
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	112.00
	CREDIT BUREAU OF WASH	WEEKLY REPORT	150.00
	GOOGLE LLC	EMAIL SUBSCRIPTION	395.99
	IAMU - IA ASSOC MUNICIPAL UTILITIES	4TH QTR SAFETY TRAINING	1,740.00
	KCTC	PHONE & INTERNET	1,104.14
	MENARDS	PLANTER DECORATIONS	291.98
	PURCHASE POWER	POSTAGE METER REFILL	1,009.75
	WMPF GROUP LLC	LEGAL ADVERTISING	558.88
		<b>TOTAL</b>	<b>7,052.69</b>
<b>AIRPORT</b>	ACE-N-MORE	SUPPLIES	51.77
	ARMSTRONG HEATING & AC INC	REPAIR	270.00
	BAUTISTA MIRANDA, YOLANDA	NOVEMBER CLEANING	300.00
	CLOUDBURST 9	INTERNET	106.35
	VERIZON WIRELESS	WIRELESS SERVICE	46.47
	VETTER'S INC-CULLIGAN WATER	AIRPORT WATER	137.94
	WINDSTREAM IOWA COMMUNICATIONS	DECEMBER SERVICE	215.52
		<b>TOTAL</b>	<b>1,128.05</b>
<b>ROAD USE</b>	CRAWFORD, BRICE	TRAINING EXP REIMBURSE-REISSUE	448.27
	IOWA PRISON INDUSTRIES	SIGNS	228.80
	MIDWEST WHEEL	TIRE CHAINS	55.50
	RIVER PRODUCTS	STONE AND SAND	135.71
		<b>TOTAL</b>	<b>868.28</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	11,994.31
		<b>TOTAL</b>	<b>11,994.31</b>
<b>HOTEL/MOTEL TAX</b>	VORTEX DIGITAL BUSINESS SOLUTIONS, INC	WEBSITE UPDATES	313.25
		<b>TOTAL</b>	<b>313.25</b>
<b>CAPITAL EQUIPMENT</b>	MIDWEST WHEEL	RUNNING BOARDS-ADMIN TRUCK	272.51

	WIDE, TOM	TRUCK LETTERING-M/C TRUCK	250.00
		<b>TOTAL</b>	<b>522.51</b>
<b>WELLNESS PARK</b>	CARSON PLUMBING & HEATING SRVS INC	WP CONCESSION STAND-WATER	1,364.00
		<b>TOTAL</b>	<b>1,364.00</b>
<b>LIBRARY GIFT</b>	BAKER & TAYLOR	LIBRARY MATERIALS	392.99
	KANOPY INC	LIBRARY MATERIALS	74.00
	OVERDRIVE, INC.	LIBRARY MATERIALS	415.97
		<b>TOTAL</b>	<b>882.96</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	12,859.14
	ACE ELECTRIC. INC	GENERATOR MAINTENANCE	1,164.40
	CONKLIN, DANA	SHOE REIMBURSEMENT	100.00
	EPPERLY, RANDY	MILEAGE RECORD	14.07
	GLOBAL PAYMENTS	DC/CC ADMIN FEE	5,187.95
	HARRIS BOYZ HEATING & AIR LLC	HEATER MAINTENANCE	1,350.00
	IA DEPT OF REVENUE	WET TAX	9,525.18
	KCTC	PHONE & INTERNET	158.67
	VERIZON WIRELESS	WIRELESS SERVICE	46.47
	WATER SOLUTIONS UNLIMITED	CHEMICALS	10,998.65
		<b>TOTAL</b>	<b>41,404.53</b>
<b>WATER DISTRIBUTION</b>	ALLIANT ENERGY	ALLIANT ENERGY	43.67
	AMAZON CAPITAL SERVICES	TIRE REPAIR TOOLS/SWEATSHIRTS	419.42
	APPLIED INDUSTRIAL TECHNOLOGIES	PARTS	287.02
	ARNOLD MOTOR SUPPLY	FLOOR SWEEP	22.99
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	54.78
	KCTC	PHONE & INTERNET	14.77
	RIVER PRODUCTS	STONE AND SAND	480.40
	SITLER'S SUPPLIES INC.	LIGHT BULBS FOR OFFICES	42.00
	VERIZON WIRELESS	WIRELESS SERVICE	46.47
		<b>TOTAL</b>	<b>1,411.52</b>
<b>SEWER PLANT</b>	ACE ELECTRIC. INC	LEXINGTON GENERATOR SRV	182.56
	ACE-N-MORE	BOOTS	179.99
	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	ALLIANT ENERGY	ALLIANT ENERGY	475.38
	ATCO INTERNATIONAL	SUPPLIES	406.50
	DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	268.76
	EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	2,631.66
	IA DEPT OF REVENUE	SALES TAX	2,395.37
	KCTC	PHONE & INTERNET	198.62
	MID-AM RES. CHEMICAL CORP	ENZYMES FOR TREATMENT PLAN	999.22
	NORTHERN BALANCE & SCALE	SCALE CALIBRATION	180.00
	TIFCO INDUSTRIES	GLOVES	87.50
	USA BLUEBOOK	SUPPLIES	420.65
	VERIZON WIRELESS	WIRELESS SERVICE	139.41
	WINDSTREAM IOWA COMMUNICATIONS	DECEMBER SERVICE	67.53
		<b>TOTAL</b>	<b>8,668.15</b>
<b>SEWER COLLECTION</b>	ALLIANT ENERGY	ALLIANT ENERGY	760.57

ARNOLD MOTOR SUPPLY  
BUSINESS RADIO SALES INC  
KCTC  
VERIZON WIRELESS

OIL & FILTERS 126.99  
SUPPLIES 130.80  
PHONE & INTERNET 14.77  
WIRELESS SERVICE 30.01  
**TOTAL 1,063.14**

**SANITATION**

ABC DISPOSAL SYSTEMS

CART SWAPS, RECYCLING & REFUSE 55,652.75  
**TOTAL 55,652.75**

**SELF INSURANCE**

EMPLOYEE BENEFIT SYSTEMS

EBS ADMIN FEE 373.12  
**TOTAL 373.12**

**TOTAL 156,831.95**

CITY OF WASHINGTON, IOWA  
MONTH TO DATE TREASURERS REPORT  
NOVEMBER 30, 2024

FUND	45597.00 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	45626.00 ENDING CASH BALANCE
001-GENERAL FUND	1194905.06	292419.78	0.00	349581.06	25.00	1137768.78
002-AIRPORT FUND	375149.00	14968.08	0.00	4228.92	0.00	385888.16
010-CHAMBER REIMBURSEMENT	11508.27	0.00	0.00	7824.33	0.00	3683.94
011-MAIN STREET REIMBURSEMENT	1492.40	4701.65	0.00	4054.12	0.00	2139.93
012-WEDG REIMBURSEMENT	3675.01	9573.26	0.00	8761.92	0.00	4486.35
050-DOWNTOWN INCENTIVE GRANT	181473.15	0.00	0.00	0.00	0.00	181473.15
110-ROAD USE	671946.41	91583.40	0.00	45217.89	0.00	718311.92
112-EMPLOYEE BENEFITS	0.00	42607.82	0.00	42607.82	0.00	0.00
113-LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
114-EMERGENCY LEVY	0.00	0.00	0.00	0.00	0.00	0.00
121-LOCAL OPTION SALES TAX	0.00	91805.40	0.00	91805.40	0.00	0.00
122-LOST DEBT SERVICE	157540.00	0.00	0.00	21370.00	0.00	136170.00
123-LOST DEBT SERVICE RESERVE	79170.00	0.00	0.00	0.00	0.00	79170.00
124-HOTEL/MOTEL TAX	132803.91	13930.78	0.00	718.02	0.00	146016.67
125-UNIF COMM UR-NE IND	42066.81	0.00	0.00	0.00	0.00	42066.81
126-SE RES UR	0.00	0.00	0.00	0.00	0.00	0.00
127-UNIF COMM UR - BRIARWOOD	15762.06	0.00	0.00	15762.06	0.00	0.00
128-URBAN RENEWAL AREA #3B/D	0.00	0.00	0.00	0.00	0.00	0.00
129-SC RES UR	51073.94	3994.06	0.00	22081.05	0.00	32986.95
130-URBAN RENEWAL AREA #3D	0.00	0.00	0.00	0.00	0.00	0.00
131-URBAN RENEWAL AREA #4	23563.75	7936.08	0.00	0.00	0.00	31499.83
132-UNIF COMM UR - EBD	32710.30	-3179.55	0.00	0.00	0.00	29530.75
133-UNIF COMM UR-IRE	55905.09	0.00	0.00	0.00	0.00	55905.09
134-DOWNTOWN COMM UR	3778.81	0.00	0.00	3778.81	0.00	0.00
135-UNIFIED COMM UR-BAZOOKA	32158.68	0.00	0.00	0.00	0.00	32158.68
145-HOUSING REHABILITATION	-73056.32	146483.32	0.00	46483.32	0.00	26943.68
146-LMI TIF SET-ASIDE	83818.20	65977.39	0.00	46483.32	0.00	103312.27
200-DEBT SERVICE	574423.96	48640.19	0.00	143153.75	0.00	479910.40
300-CAPITAL EQUIPMENT	171223.75	946.80	0.00	9763.00	0.00	162407.55
301-CAPITAL PROJECTS FUND	507609.09	11430.45	0.00	16798.78	0.00	502240.76
303-WWTP CAPITAL PROJ FUND	0.00	0.00	0.00	0.00	0.00	0.00
305-RIVERBOAT FOUND CAP PROJ	1049886.07	85019.10	0.00	85019.10	0.00	1049886.07
308-INDUSTRIAL DEVELOPMENT	550953.54	979398.97	0.00	9022.56	0.00	1521329.95
309-MUNICIPAL BUILDING	0.00	0.00	0.00	0.00	0.00	0.00
310-WELLNESS PARK	-134461.71	86109.10	0.00	115039.52	0.00	-163392.13
311-SIDEWALK REPAIR & REPLACE	107093.66	0.00	0.00	0.00	0.00	107093.66
312-TREE REMOVAL & REPLACE	15123.59	0.00	0.00	0.00	0.00	15123.59
315-RESIDENTIAL DEVELOPMENT	513627.63	2256.32	0.00	0.00	0.00	515883.95
317-ARPA CAPITAL PROJECTS	234709.69	1829.73	0.00	0.00	0.00	236539.42
325-BUILDING & FACILITY MAINT	120824.39	0.00	0.00	0.00	0.00	120824.39
510-MUNICIPAL BAND	12106.96	0.00	0.00	0.00	0.00	12106.96
520-DOG PARK	3575.87	0.00	0.00	0.00	0.00	3575.87
530-TREE COMMITTEE	8142.43	677.85	0.00	1132.85	0.00	7687.43
535-NEIGHBORHOOD PRIDE	0.00	0.00	0.00	0.00	0.00	0.00
540-POLICE FORFEITURE	3631.25	0.00	0.00	0.00	0.00	3631.25
541-K-9 PROGRAM	4432.52	200.00	0.00	44.99	0.00	4587.53
545-SAFETY FUND	6028.73	0.00	0.00	0.00	0.00	6028.73
550-PARK GIFT	46963.25	104.24	0.00	0.00	0.00	47067.49
570-LIBRARY GIFT	83173.05	2187.94	0.00	1944.03	0.00	83416.96
580-CEMETERY GIFT	1968.00	0.00	0.00	0.00	0.00	1968.00
590-CABLE COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00
600-WATER UTILITY	730656.94	179254.26	0.00	120649.36	0.00	789261.84
601-WATER DEPOSIT FUND	32330.00	900.00	0.00	865.00	0.00	32365.00
602-WATER SINKING	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER CAPITAL PROJECTS	294046.24	0.00	0.00	450705.21	0.00	-156658.97
610-SANITARY SEWER	1152039.01	196789.71	0.00	151317.31	0.00	1197511.41
612-SEWER SINKING	0.00	0.00	0.00	0.00	0.00	0.00
613-SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
670-SANITATION	241140.56	58735.00	0.00	58985.89	0.00	240889.67
910-LIBRARY TRUST	0.00	0.00	0.00	0.00	0.00	0.00
950-SELF INSURANCE	639278.04	4030.10	0.00	2001.76	0.00	641306.38
951-UNEMPLOYMENT SELF INS	90092.51	46.87	0.00	0.00	0.00	90139.38
<b>TOTAL BALANCE</b>	<b>10138063.55</b>	<b>2441358.10</b>	<b>0.00</b>	<b>1877201.15</b>	<b>-25.00</b>	<b>10702245.50</b>

**Cash In Bank - Pooled Cash**

		Interest Rate
Wash St. Bank - Operating Account	3828700.52	-1.00
Wash St. Bank - Airport Fuel Account	0.00	
Cash in Drawer	350.00	N/A
Investment in IPAIT	2165774.02	0.00
Wash St - Farm Mgmt Acct	229547.17	
Wash St Bank - CD 1/14/2019	536531.24	0.01
Wash St Bank - CD 08/30/2018	278041.50	0.01
Wash St Bank - ISC Account	3663301.05	0.04
<b>TOTAL CASH IN BANK</b>	<b>10702245.50</b>	

(1) Washington State Bank	4056582.27
Outstanding Deposits & Checks/Wages payable	-227881.75
	<b>3828700.52</b>

CITY OF WASHINGTON, IOWA  
YEAR TO DATE TREASURERS REPORT  
NOVEMBER 30, 2024

FUND	7/1/2024	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	11/30/2024
	BEGINNING					REVENUES
	CASH BALANCE					BALANCE
001-GENERAL FUND	1,000,000.00	2,333,811.45	-	2,196,042.67	-	1,137,768.78
002-AIRPORT FUND	387,734.94	233,638.29	-	235,485.07	-	385,888.16
010-CHAMBER REIMBURSEMENT	3,262.44	45,459.20	-	45,037.70	-	3,683.94
011-MAIN STREET REIMBURSEMENT	472.15	23,508.25	-	21,840.47	-	2,139.93
012-WEDG REIMBURSEMENT	4,835.72	47,866.30	-	48,215.67	-	4,486.35
050-DOWNTOWN INCENTIVE GRANT	231,473.15	-	-	50,000.00	-	181,473.15
110-ROAD USE	620,246.57	492,932.19	-	394,866.84	-	718,311.92
112-EMPLOYEE BENEFITS	-	509,314.98	-	509,314.98	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	351.90	-	351.90	-	-
121-LOCAL OPTION SALES TAX	-	519,082.19	-	519,082.19	-	-
122-LOST DEBT SERVICE	-	158,440.00	-	22,270.00	-	136,170.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	120,681.62	41,832.28	-	16,497.23	-	146,016.67
125-UNIF COMM UR-NE IND	-	42,066.81	-	-	-	42,066.81
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	15,762.06	-	15,762.06	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	55,068.00	-	22,081.05	-	32,986.95
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	31,499.83	-	-	-	31,499.83
132-UNIF COMM UR - EBD	-	29,530.75	-	-	-	29,530.75
133-UNIF COMM UR-IRE	-	55,905.09	-	-	-	55,905.09
134-DOWNTOWN COMM UR	-	3,778.81	-	3,778.81	-	-
135-UNIFIED COMM UR-BAZOOKA	-	32,158.68	-	-	-	32,158.68
145-HOUSING REHABILITATION	-	105,355.00	-	78,411.32	-	26,943.68
146-LMI TIF SET-ASIDE	37,334.88	65,977.39	-	-	-	103,312.27
200-DEBT SERVICE	24,845.68	599,368.47	-	144,303.75	-	479,910.40
300-CAPITAL EQUIPMENT	910,654.02	26,755.52	-	775,001.99	-	162,407.55
301-CAPITAL PROJECTS FUND	374,940.02	343,672.64	-	216,371.90	-	502,240.76
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	822,830.08	264,560.21	-	37,504.22	-	1,049,886.07
308-INDUSTRIAL DEVELOPMENT	519,625.13	1,040,185.04	-	38,480.22	-	1,521,329.95
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	-	1,340.00	-	164,732.13	-	(163,392.13)
311-SIDEWALK REPAIR & REPLACE	120,578.86	1,089.00	-	14,574.20	-	107,093.66
312-TREE REMOVAL & REPLACE	15,648.59	-	-	525.00	-	15,123.59
315-RESIDENTIAL DEVELOPMENT	513,765.90	2,782.05	-	664.00	-	515,883.95
317-ARPA CAPITAL PROJECTS	226,091.67	10,447.75	-	-	-	236,539.42
325-BUILDING & FACILITY MAINT	120,824.39	-	-	-	-	120,824.39
510-MUNICIPAL BAND	12,106.96	-	-	-	-	12,106.96
520-DOG PARK	3,575.87	-	-	-	-	3,575.87
530-TREE COMMITTEE	20,038.29	752.85	-	13,103.71	-	7,687.43
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	3,631.25	-	-	-	-	3,631.25
541-K-9 PROGRAM	4,499.73	425.00	-	337.20	-	4,587.53
545-SAFETY FUND	5,028.73	1,000.00	-	-	-	6,028.73
550-PARK GIFT	47,414.86	818.13	-	1,165.50	-	47,067.49
570-LIBRARY GIFT	75,624.89	43,203.05	-	35,410.98	-	83,416.96
580-CEMETERY GIFT	1,968.00	-	-	-	-	1,968.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	490,805.38	983,036.62	-	684,580.16	-	789,261.84
601-WATER DEPOSIT FUND	33,605.00	5,550.00	-	6,790.00	-	32,365.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	475,026.40	185,436.00	-	817,121.37	-	(156,658.97)
610-SANITARY SEWER	889,421.83	1,039,800.78	-	731,711.20	-	1,197,511.41
612-SEWER SINKING	-	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	213,672.82	301,530.96	-	274,314.11	-	240,889.67
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	612,974.65	48,944.65	-	20,612.92	-	641,306.38
951-UNEMPLOYMENT SELF INS	89,579.14	560.24	-	-	-	90,139.38
<b>TOTAL BALANCE</b>	<b>9,113,989.61</b>	<b>9,744,598.41</b>	<b>-</b>	<b>8,156,342.52</b>	<b>-</b>	<b>10,702,245.50</b>

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	3,828,700.52 (1)	Interest Rate	0.20%
Wash St. Bank - Airport Fuel Account	-		
Cash in Drawer	350.00		N/A
Investment in IPAIF	2,165,774.02		0.20%
Wash St - Farm Mgmt Acct	229,547.17		
Wash St Bank - CD 1/14/2019	536,531.24		0.65%
Wash St Bank - CD 08/30/2018	278,041.50		0.65%
Wash St Bank - ISC Account	3,663,301.05		4.00%
<b>TOTAL CASH IN BANK</b>	<b>10,702,245.50</b>		

(1) Washington State Bank  
Outstanding Deposits & Checks/Wages payable  
3,828,700.52



Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kelsey Brown, Finance Director  
Kevin Olson, City Attorney




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

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MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: December 11, 2024

SUBJECT: Housing Rehab Program Construction Contracts, Forgivable Loans and Related Documents

At the last Council meeting contracts were approved for several properties participating in the Housing Rehab Program being administered by ECICOG. In completing those documents, staff noticed that the contract for a property earlier this year had not been completed and approved by the Council. The documents for that property, 427 E. Main, are attached at a cost of \$16,500. Also at the last council meeting, the contractor for the final property was approved. The documents for that 15<sup>th</sup> property, 1027 N. 6<sup>th</sup> Avenue, are attached at a cost of \$19,413.

The contract documents for each property include:

- Construction Agreement
- Rehabilitation Contract
- Forgivable Loan
- Anti-Kickback Statement
- Certification of Provisions for Non-Federal Entity Contracts Under Federal Awards w/ Appendix

These items have been added to the agenda for the Council meeting on December 17<sup>th</sup>. If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

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**ANTI-KICKBACK STATEMENT**

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 427 E Main Street.

***City Official***

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

I, Brent Wilson, of BW Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

***Contractor***

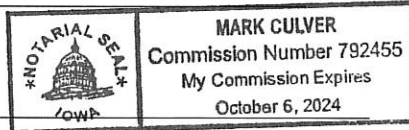
SIGNED Brent Wilson

TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 16<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_



***Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards***  
***Appendix II of 2 CFR Part 200***

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

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

Awarded Entity Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

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

**"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"**  
***Certification for Contracts, Grants, Loans, and Cooperative Agreements***

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(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 of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Awarded Entity's Authorized Official

\_\_\_\_\_  
Name and Title of Awarded Entity's Authorized Official

\_\_\_\_\_  
Date

# REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "OWNER"

Name: **Carrie & Jase Septer**  
Street Address: **427 E Main Street**  
City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "PUBLIC AGENCY"

Street Address: **215 E. Washington Street**  
City and State: **Washington, IA 52353**

From: **BW Construction**, hereinafter referred to as the "CONTRACTOR"

Street Address: **1607 Highland Ave**  
City and State: **Washington, IA 52353**

## GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **April 30<sup>th</sup>, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **July 16<sup>th</sup>, 2024**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.



6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

**CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.**

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation      Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
  - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
  - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
  - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
  - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
  - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
  - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
  - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
  - (ix) National Environmental Policy Act of 1969 and implementing regulations.
  - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
  - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

**EXECUTIVE ORDER 11246, as amended by Executive Order 11375**

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

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

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:  
  
"EXHIBIT A" . . . . PROJECT SPECIFICATIONS  
"EXHIBIT B" . . . . REHABILITATION SPECIFICATIONS  
"EXHIBIT C" . . . . CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
  - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
  - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
  - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
  - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
  - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

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

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974



No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

## TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

## CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

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

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

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$16,500.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Cassie Scott

Owner's Signature: [Signature]

Date: 4/16/24

GENERAL CONTRACTOR

Officer's Signature: Brent Wills

Date: 4/16/24

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 4-16-24

CITY OF WASHINGTON

Representative's Signature: \_\_\_\_\_

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

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program  
Forgivable Loan  
Page 1 of 2**

WHEREAS, the City of Washington, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Carrie McCormally & Jase Septer, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Sixteen Thousand Five Hundred and no cents (\$16,500) for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

**FORGIVABLE LOAN PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

**\*\*Plus or minus any increase or decrease in bid or change orders in the amount of \$\_\_\_\_\_ for a total indebtedness of \$\_\_\_\_\_.**

A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.

B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.

C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

**MORTGAGE (State Law Reference)**

**TO HAVE AND TO HOLD** the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: CM JS

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program  
Forgivable Loan**

**Page 2 of 2**

I, **Carrie McCormally & Jase Septer**, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

**LEGAL DESCRIPTION: SEE ATTACHED.**

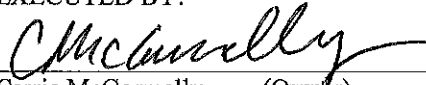
**THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 427 E MAIN STREET, WASHINGTON, IA 52353**

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

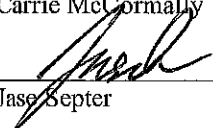
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

EXECUTED BY:

  
Carrie McCormally (Owner)

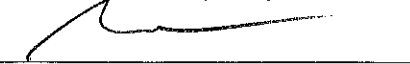
4/16/24  
DATE

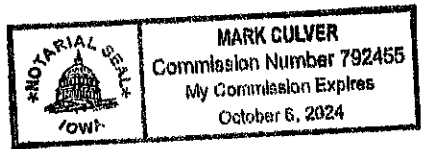
  
Jase Septer (Owner)

4/16/24  
DATE

Millie Youngquist – City of Washington Mayor ~~Pro-Tem.~~ DATE

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_ 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Carrie McCormally & Jase Septer who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

  
NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

### Legal Description

***LOT TWO (2), IN BLOCK NUMBER SIX (6), IN NORTH EAST WASHINGTON, THE SAME BEING ONE OF THE ADDITIONS TO THE TOWN, NOW CITY, OF WASHINGTON, IOWA.***

**Homeowner Initials:** \_\_\_\_\_

**Construction Agreement  
City of Washington Housing Rehabilitation Program**

Name: Carrie & Jase Septer

Family Size: Seven

Contractor: BW Construction

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.

Carrie Septer  
Owner

4/16/24  
Date

Jase Septer  
Owner

4/16/24  
Date

Witnessed by:  
[Signature]  
Project Administrator

4-16-24  
Date

Contractor:  
Brent Wilby

4/16/24  
Date

City Representative:  
\_\_\_\_\_

\_\_\_\_\_ Date

***Certification Regarding Contract Provisions for Non-Federal Entity Contracts Under Federal Awards***  
***Appendix II of 2 CFR Part 200***

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment –

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115–232, section 889 for additional information.
- (d) See also § 200.471.

(L) Domestic preferences for procurements –

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I attest that to the best of my knowledge, all contracted work was facilitated in compliance with all applicable Appendix II of 2 CFR Part 200 provisions.

Name of Vendor, Contractor, or Subgrantee: Nguyen Enterprise LLC.

Signature: *Van Nguyen*

Name of Authorized Signatory: Nicholas Nguyen

Title: Owner

Date: 12-12-24

Awarded Entity Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

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

**"44 C.F.R. PART 18 APPENDIX A – CERTIFICATION REGARDING LOBBYING"**  
***Certification for Contracts, Grants, Loans, and Cooperative Agreements***

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(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 of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Scott Simpson*  
Signature of Contractor's Authorized Official

*Nicholas Usatka*  
Name and Title of Contractor's Authorized Official

*12-12-24*  
Date

\_\_\_\_\_  
Signature of Awarded Entity's Authorized Official

\_\_\_\_\_  
Name and Title of Awarded Entity's Authorized Official

\_\_\_\_\_  
Date

---

**ANTI-KICKBACK STATEMENT**

It is hereby certified that no employee or official of the City of Washington has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 1027 N 6<sup>th</sup> Avenue.

***City Official***

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

I, Nick Nguyen, of Nguyen Enterprises Roofing & Construction., contractor for the construction work performed at the above mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

***Contractor***

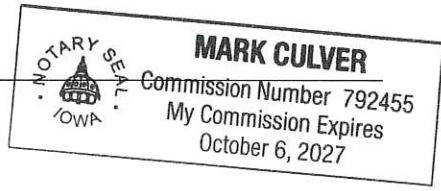
SIGNED *Nick Nguyen* \_\_\_\_\_

TITLE Owner \_\_\_\_\_

Subscribed and sworn to before me, a notary public in and for the County of **Washington** and State of Iowa, this 12<sup>th</sup> day of December 2024.

*[Signature]*  
\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_



# REHABILITATION CONTRACT

PROJECT NAME: **Washington Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Jo-Ardyth Scott**

Street Address: **1027 N 6<sup>th</sup> Avenuew**

City and State: **Washington, IA 52353**

TO: **City of Washington** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **215 E. Washington Street**

City and State: **Washington, IA 52353**

From: **Nguyen Enterprises Roofing & Construction** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **3430 Lewis Bottoms Road**

City and State: **Palo, IA 52324**

## GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **December 26<sup>th</sup>, 2024**.
5. The CONTRACTOR shall satisfactorily complete all work by **March 12<sup>th</sup>, 2025**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of Washington & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

**CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.**

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation      Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications,

Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
  - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
  - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
  - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
  - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
  - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
  - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
  - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
  - (ix) National Environmental Policy Act of 1969 and implementing regulations.
  - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 - 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.



- (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.
- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

**EXECUTIVE ORDER 11246, as amended by Executive Order 11375**

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

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

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.

- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.
9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:
- "EXHIBIT A" . . . . PROJECT SPECIFICATIONS  
"EXHIBIT B" . . . . REHABILITATION SPECIFICATIONS  
"EXHIBIT C" . . . . CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.

17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
  - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
  - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.

21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.
22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
  - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in

connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
  - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
  - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

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

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic

Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

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

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



BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$19,413.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: *for Ardyth Leo Scott*

Owner's Signature: \_\_\_\_\_

Date: 12-12-24

GENERAL CONTRACTOR

Officer's Signature: *Nancy Naylor*

Date: 12-12-24

PROJECT ADMINISTRATOR

ECICOG signature: *[Signature]*

Date: 12-12-24

CITY OF WASHINGTON

Representative's Signature: \_\_\_\_\_

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

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program  
Forgivable Loan  
Page 1 of 2**

WHEREAS, the City of Washington, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Jo-Ardyth L. Scott, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Nineteen Thousand Four Hundred Thirteen dollars and no cents (\$19,413) for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

**FORGIVABLE LOAN PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

**\*\*Plus or minus any increase or decrease in bid or change orders in the amount of \$ \_\_\_\_\_ for a total indebtedness of \$ \_\_\_\_\_.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 90% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 10% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

**TO HAVE AND TO HOLD** the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: J.S.

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of Washington Housing Rehabilitation Program  
Forgivable Loan**

**Page 2 of 2**

I, **Jo-Ardyth L. Scott**, do hereby mortgage, grant and convey to the **City of Washington**, the following described property in the CITY OF Washington, COUNTY OF Washington, STATE OF IOWA, to secure the payment of the promissory note set out above.

**LEGAL DESCRIPTION: SEE ATTACHED.**

*THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 1027 6<sup>TH</sup> AVE N, WASHINGTON, IA 52353*

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

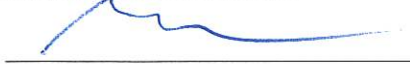
EXECUTED BY:

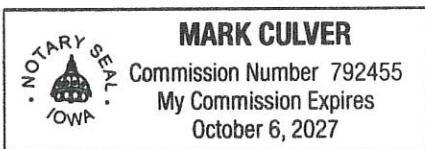

12-12-24  
 \_\_\_\_\_  
 Jo-Ardyth L. Scott (Owner) DATE

\_\_\_\_\_  
 (Owner) DATE

Millie Youngquist – City of Washington Mayor DATE

BE IT REMEMBERED, that on this 12th day of December 2024, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jo-Ardyth L. Scott who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

  
 \_\_\_\_\_ NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

### Legal Description

*LOT NUMBER THREE (3), IN BLOCK NUMBER SEVEN (7), IN THE COLUMBIAN ADDITION, AN ADDITION TO THE TOWN, NOW CITY, OF WASHINGTON, WASHINGTON COUNTY, IOWA.*

Homeowner Initials: JS.

**Washington Fire Department**  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-2239 Phone  
(319) 653-5273 Fax  
[www.washingtoniowa.gov](http://www.washingtoniowa.gov)



**Brendan DeLong- Fire Chief**  
Bill Hartsock- 1<sup>st</sup> Asst Fire Chief  
Jim Williams- 2<sup>nd</sup> Asst Fire Chief  
Lacie Porter- Asst Chief of EMS

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## MEMO

TO: Mayor & City Council  
CC: City Administrator, City Clerk  
RE: Mayoral Affirmation of Fire Department Election Results for 2025

December 11, 2024

Mayor & Council-

At our December meeting a motion was made to bypass the election procedure and keep the same officers for 2025. This motion was met with 100% support.

The following are the 2025 fire department officers:

Fire Chief- Brendan DeLong  
1<sup>st</sup> Asst Fire Chief- Bill Hartsock  
2<sup>nd</sup> Asst Fire Chief- Jim Williams  
Secretary/Treasurer- Philip Morris

I request approval & mayoral affirmation of these results.

Thank you for your support,

A handwritten signature in black ink, appearing to read 'Brendan S. DeLong'.

Brendan S. DeLong  
Fire Chief



*Millie Youngquist, Mayor*  
*Joe Gaa, City Administrator*  
*Kelsey Brown, Finance Director*  
*Kathy Kron, City Clerk*  
*Kevin Olson, City Attorney*


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

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MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: December 12, 2024

SUBJECT: Consideration of Eagle Point Solar Agreement

At the October 1, 2024 Council meeting a proposal from Eagle Point Solar was discussion. The Council initially met with a representative from EPS in June. During the October discussion a draft agreement was reviewed. The Council agreed the topic deserved further consideration and the agreement was sent to the City Attorney for review. After discussion between both parties attorneys, the agreement has been updated and will be placed on the December 17<sup>th</sup> Council meeting agenda for consideration. The updated agreement is attached for your review.

As a recap, solar panels would be placed on three city buildings. City Hall/Fire Station, Library, Maintenance Shop. We would not own the panels initially but may purchase them anytime after Year 7 of a 25-year period. We would purchase solar energy from the solar panel to reduce the amount of electricity purchased from Alliant. There would be initial savings, however the bigger savings would come if the City would purchase the solar panels during the agreement period.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

## SOLAR POWER PURCHASE AGREEMENT

This SOLAR POWER PURCHASE AGREEMENT (this "Agreement") is made and entered into as of **December 17, 2024** (the "Effective Date") by and between Fritz Solar, LLC an Iowa Limited Liability Company ("Seller"), and City of Washington, an Iowa Municipality ("Purchaser"). Each of Seller and Purchaser are sometimes referred to as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Purchaser operates its facilities in Washington, Iowa at the Designated Premises (defined below); and

WHEREAS, the Designated Premises are owned by Purchaser (in its capacity as owner of the Premises, "Owner"); and

WHEREAS, Purchaser desires to grant access to Seller to utilize certain available ground and roof space owned by purchaser at the Designated Premises for the installation and operation of the System; and

WHEREAS, Seller desires to install a solar electric generating system totaling 413.7 KW (DC) on the roof/ground of the Designated Premises owned by Purchaser and sell the electricity generated by the System to Purchaser, on the terms set forth herein; and

WHEREAS, Purchaser desires to purchase from Seller the electricity generated by the System on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

### AGREEMENT

1. **DEFINITIONS.** Capitalized terms used herein shall have the respective meanings set forth in Exhibit A.
2. **PURCHASE AND SALE OF ENERGY.**

2.1 Sale of Energy. Seller shall sell to Purchaser and Purchaser shall purchase from Seller all of the Energy generated by the System, as and when the same is produced, at the Energy Price in effect at the time of delivery. The Energy Price for any energy sold after a System Operation Date but prior to the Commercial Operation Date shall be **\$0.1190** and the Energy Price for any energy sold after the Commercial Operation Date shall be the Energy Price in effect at the time of delivery as set forth in Exhibit F. Seller shall deliver the Energy to the Delivery Point, and Purchaser shall accept the Energy delivered for the full Delivery Term.

2.1.1 If, for any reason, Purchaser's electric requirements are less than the Energy produced by any System, Purchaser shall nevertheless pay for all Energy as and when produced by the System pursuant to the terms of this Agreement. To the extent permitted by applicable law, Purchaser may deliver any excess Energy to Utility in accordance with the Net Metering Rules or enter into other arrangements to deliver or exchange such excess Energy to another buyer. Seller shall provide reasonable assistance to Purchaser in arranging and coordinating such deliveries or exchanges; provided, that all such assistance shall be at the sole expense of Purchaser.

2.1.2 To the extent that Purchaser's electricity requirements exceed the Energy produced by the System, Purchaser shall purchase such excess electricity from Utility. Purchaser shall be responsible for all charges, applicable taxes, penalties, ratcheted demand or similar charges assessed by Utility for transmission and distribution service and other services necessary to meet the full energy requirements of Purchaser.

2.1.3 Purchaser shall be entitled to utilize the entire Energy output of the System; provided, however, that Seller shall not be required to deliver a minimum amount, or any other specific quantity, of Energy from the System. Anything herein to the contrary notwithstanding, there is no guarantee that Purchaser will realize any energy cost savings as result of this Agreement or the purchase of Energy from the System.

2.2 Contract Term; Delivery Term. This Agreement shall have a delivery term of twenty-five (25) years commencing on the Commercial Operation Date (the "Delivery Term"); provided that the Delivery Term may be extended by Purchaser, for one five (5) year period upon delivering written notice to Seller not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of the Delivery Term. The term of this Agreement shall commence on the Effective Date and shall end upon the expiration of the Delivery Term, unless terminated earlier or extended in accordance with the terms of this Agreement (the "Contract Term").

### 2.3 Environmental Attributes and Tax Benefits.

2.3.1 Environmental Attributes. Seller shall have all right, title, and interest in and to all Environmental Attributes related to each System. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Environmental Attributes related to any System upon City Council approval.

2.3.2 Tax Benefits. Seller shall have all right, title, and interest in and to all Tax Benefits related to the System. Any Tax Benefit related to a System that is initially credited or paid to Purchaser shall be assigned by Purchaser to Seller without delay. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Tax Benefits related to the System.



2.3.3 Assistance with Permits, Environmental Attributes and Tax Benefits. Purchaser shall promptly assist and cooperate with Seller in acquiring and maintaining in effect all necessary permits and approvals for the System from Governmental Authorities. Purchaser shall comply with all laws, regulations and rules relating to acquiring and maintaining Environmental Attributes and Tax Benefits and shall deliver to Seller copies of any documentation related thereto that is required by law to be in the name or physical control of Purchaser. Seller shall reimburse Purchaser for its reasonable and necessary third-party costs incurred in relation to Purchaser's assistance with such matters.

2.3.4 Impairment of Environmental Attributes and Tax Benefits.  
Purchaser shall not take any action or suffer any omission that would have the effect of reducing or impairing the value to Seller of the Environmental Attributes and Tax Benefits. Purchaser may not, for example, publicly claim the green or environmental attributes of the solar electricity, reduce System access to sunlight as provided in section 4.1.3, or otherwise take any action that has the effect of reducing the quantity of solar electricity used to generate REC or SREC-related subsidies. Purchaser shall promptly notify Seller of any event, action or omission that could have the effect of reducing or impairing the value of the Environmental Attributes and Tax Benefits. Upon the occurrence of any such event, action or omission, Purchaser shall consult with Seller as necessary to prevent reduction or impairment of the value of Environmental Attributes and Tax Benefits.

### 3. THE SYSTEM.

3.1 Installation, Operation, and Maintenance of the System. Seller shall be responsible for the installation, operation, and maintenance of the System in a manner consistent with Prudent Operating Practice. If the supply of Energy from a System is interrupted because of a System malfunction, Seller shall use all commercially reasonable efforts to remedy such interruption. Both Parties shall comply with all applicable laws and regulations relating to the operation of the System and the generation and sale of Energy, including obtaining and maintaining in effect all relevant approvals and permits.

Seller shall confirm and provide evidence of the following to the Purchaser:

- a. System meets all relevant building and electrical codes of the City of Washington, as well as the State of Iowa.
- b. System modules and racking complies with applicable standards of the American Society of Civil Engineers Standard for Minimum Design Loads for Buildings and Other Structures.
- c. System installation conforms to Occupational Health and Safety Administration (OSHA) directives.
- d. System components adhere to Uniform Building Code (UBC) fire code regulations.
- e. Seller shall obtain and execute necessary interconnection agreement with Buyer's incumbent utility provider and construction agreement with Eagle Point Solar, Inc.

3.2 Maintenance of Health and Safety. Seller shall take all reasonable safety precautions with respect to the operation, maintenance, repair, and replacement of the System and shall comply with all applicable health and safety laws, rules, regulations, and permit requirements. If Seller becomes aware of any circumstances relating to any Designated Premises or System that creates an imminent risk of damage or injury to any Person or any Person's property (and, should Purchaser become aware of such circumstances, Purchaser shall promptly notify Seller with respect thereto), Seller shall take prompt action to prevent such damage or injury and shall promptly notify Purchaser. Such Seller action may include disconnecting and removing all or a portion of the System or suspending the supply of Energy to Purchaser.

3.3 Assistance with Permits and Licenses. Upon Seller's request, Purchaser shall assist and cooperate with Seller, to acquire and maintain approvals, permits, and authorizations or to facilitate Seller's compliance with all applicable laws and regulations related to the construction, installation, operation, maintenance, and repair of the System, including providing any building owner or occupant authorizations, signing and processing any applications for permits, local utility grid interconnection applications, and rebate applications as are required by law to be signed by Purchaser. Purchaser shall also deliver to Seller copies of any necessary approvals, permits, rebates, or other financial incentives that are required by law in the name or physical control of Purchaser. Seller shall reimburse Purchaser for reasonable and necessary third-party costs incurred by Purchaser in relation to Purchaser's assistance with such matters. Seller is responsible for the payment of all applicable permitting fees.

3.4 Commercial Operation Date. Seller shall notify Purchaser of the occurrence of the System Operation Date as well as the Commercial Operation Date.

3.5 Seller's Taxes. Subject to Section 3.6, Seller is solely responsible for all income, gross receipts, ad valorem, or other similar taxes and any and all franchise fees or similar fees relating to Seller's ownership of the System.

3.6 Purchaser's Taxes. Purchaser is responsible for paying timely all taxes (if applicable), charges, levies, and assessments against the Designated Premises. Purchaser is also responsible for paying, if any, all sales, use, property, replacement and other taxes, and any and all franchise fees or similar fees assessed against Purchaser as a result of Purchaser's purchase of the Energy and, in the event that Purchaser exercises the Purchase Option, its purchase and ownership of the System, which fees are not otherwise the obligation of Seller.

3.7 Notice of Damage. Purchaser shall promptly notify Seller of any physical conditions or other circumstances of which Purchaser becomes aware that indicate there has been or might be damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

#### **4. GRANT OF RIGHTS BY PURCHASER TO SELLER.**

##### **4.1 USE OF DESIGNATED PREMISES**

4.1.1 Permitted Use. Pursuant to this Agreement, and for the Contract Term

hereof, Purchaser hereby grants to Seller the exclusive license to use, have access to, modify, and store its equipment on the Designated Premises as reasonably necessary to design, construct, install, start-up, test, operate and maintain the System and for no other purpose. Purchaser reserves the right to grant additional licenses, whether recorded or unrecorded, that do not unreasonably interfere with Seller's use of the Designated Premises or result in any violation of Purchaser's obligations under this Agreement and do not interfere with the installation, operation, maintenance, or removal of the System. The right of access contained herein does not grant the Seller access to any portion of Purchaser's property except as reasonably necessary for the Seller to access its equipment on the Designated Premises.

4.1.2 Access to System. Seller shall have access to the Designated Premises and System during normal business hours of the Purchaser during the Contract Term and for 180 days after expiration or earlier Termination of this Agreement to remove the System or System if necessary pursuant to the applicable provisions herein. Purchaser shall not interfere with or handle any of Seller's equipment or any System, except in the case of emergency, without written authorization from Seller; provided however that Purchaser shall always have the right to observe the installation of, or removal of, the System. Notwithstanding the above, Seller shall have the right to access the System, if necessary, outside normal business hours with prior notice and consent of the Purchaser.

4.1.3 Solar Access. Purchaser agrees that it will not do or suffer to be done on its own property anything that causes reduction of the amount of solar radiation reaching the System. Furthermore, Purchaser shall take all reasonable measures to assist Seller in attempting to prevent buildings, structures or flora from overshadowing or otherwise blocking the System's access to direct sunlight. To the extent Purchaser desires to modify the Designated Premises or other property owned by Purchaser, Purchaser shall provide Seller with prior notice so that Seller can be certain that any proposed modification does not cause reduction of the amount of solar radiation reaching the System.

4.1.4 Non-Interference. Except as provided for in Section 4.2 or Section 8, Purchaser shall not take any actions that interfere with the installation, operation, maintenance or removal of any System or that interfere with the generation or delivery of Energy from any System.

4.1.5 Quiet Use and Enjoyment. Seller shall enjoy quiet use and enjoyment of the Designated Premises for the Contract Term, subject to the provisions of this Agreement, without interference or molestation by anyone claiming by, through or under Purchaser.

4.1.6 Contractors. Purchaser acknowledges that Seller may retain one or more contractors to perform its obligations hereunder. Purchaser agrees that such contractors shall be permitted to enjoy the rights of access and entry granted to Seller under this Agreement in

connection with their performance of services in connection with the System, subject to the terms and conditions of this Agreement and Seller's separate contractual arrangements with such contractors.

4.1.7 Maintaining Premises. Purchaser shall maintain the Designated Premises in good condition and repair consistent with sound engineering and operating practices.

4.1.8 Purchaser's Use of Premises. Subject to Purchaser's obligations hereunder and the rights granted Seller hereunder, Seller shall design, construct, operate, maintain, and repair the System in a manner that will not unreasonably obstruct or interfere with the Purchaser's use of the Designated Premises or the rights or duties of any employees of Purchaser. Any damage that is caused by Seller's installation, use or removal of the System shall be at the Seller's sole cost and expense.

## 4.2 OTHER

4.2.1 Notice of Loss. Purchaser shall promptly notify Seller of any matters it is aware of pertaining to any damage to or loss of use of any System, or a condition that could reasonably be expected to adversely affect the System.

4.3.2 Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist a mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Seller in writing, shall promptly cause such Lien to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorney's fees) incurred in discharging and releasing such Lien. If prompt action is not taken by Purchaser to remove the Lien, Seller has the right to remove such Lien at Purchaser's cost and expense.

4.3.3 Seller Liens. Seller shall not directly or indirectly cause, create, incur, assume or suffer to exist any Lien, as defined above in Section 4.3.2, on or with respect to the Designated Facilities. If the Seller breaches its obligations under this Section, it shall immediately notify the Purchaser in writing, shall promptly cause such Lien to be discharged and released of record without cost to Purchaser, and shall indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing such Lien. If prompt action is not taken by Seller to remove the Lien, Purchaser has the right to remove such Lien at Seller's cost and expense.

## 5. PAYMENT AND METERING.

5.1 Consideration for Energy Delivered. As consideration for the delivery of Energy by Seller, Purchaser shall pay for Energy delivered hereunder at the applicable Energy Price.

5.2 Invoicing. Seller shall invoice Purchaser for Energy monthly. Seller shall deliver each invoice within thirty (30) days after the end of each monthly billing period. Each invoice shall set out the amount of Energy delivered in kWh during such billing period, the then-applicable Energy Price, and the total amount then due to Seller on the sale of Energy to Purchaser. Such invoice shall include sufficient details so that Purchaser can reasonably confirm the accuracy of the invoice including, among other details, beginning and ending meter readings. Purchaser shall pay the amount due to Seller within thirty (30) days after receipt of each invoice. Any payments made after such thirty (30) day period, shall be paid inclusive of the interest accrued at the Interest Rate from the due date to the date paid.

5.3 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time within thirty (30) days following the delivery of the invoice (or invoice adjustment). In the event that either Party disputes any invoice or invoice adjustment, such Party shall nonetheless pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are reasonably believed to be inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise in this Agreement, and shall give written notice of the dispute to the other Party. Any required payment will be made within five (5) Business Days after resolution of the applicable dispute, together with interest accrued at the Interest Rate from the due date to the date paid.

5.4 Metering of Delivery. Seller shall measure the amount of Energy supplied to Purchaser at each Delivery Point using a commercially available, revenue-grade metering system.

Such meter shall be installed and maintained at Seller's cost. Purchaser shall cooperate with Seller to enable Seller to have reasonable access to the meter as needed to inspect, repair, and maintain such meter. At Seller's option, the meter may have standard industry telemetry and/or automated meter reading capabilities to allow Seller to read the meter remotely. If Seller elects to install telemetry allowing for remote reading, Purchaser shall allow for the installation of necessary communication lines and shall reasonably cooperate in providing access for such installation. The meter shall be kept under seal, such seal to be broken only when the meter is to be tested, adjusted, modified, or relocated. In the event that either Party breaks a seal, such Party shall notify the other Party as soon as practicable.

5.5 Internet Availability. Purchaser will provide Seller at no cost to Seller (i) the right to connect equipment for monitoring each System and its production to Purchaser's internet networks to allow Seller, or its subcontractors, to remotely monitor

each System and its production, and (ii) a working connection to access the internet at each Designated Premise.

5.6 Meter Verification. From time to time as Seller may, in its discretion, determine, but in any event on each of the fifth, tenth, fifteenth and twenty-fifth anniversary of the Commercial Operation Date, Seller shall test the meters and provide copies of any related test results to Purchaser. The tests shall be conducted by a qualified independent third party. Seller shall notify Purchaser seven (7) days in advance of each such test and shall permit Purchaser to be present during such tests. If a meter is inaccurate, Seller shall promptly cause the meter to be repaired or replaced.

5.7 Books and Records. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years, and Seller shall grant Purchaser reasonable access to those books, records, and data at the principal place of business of Seller. Purchaser may examine such books and records relating to transactions under, and administration of, this Agreement, at any time during the period the records are required to be maintained, upon request with reasonable notice and during normal business hours.

## 6. **OPTION TO PURCHASE SYSTEM.**

6.1 Grant of Purchase Option. Seller hereby grants to Purchaser the right and option to purchase all of Seller's right, title, and interest in the System on the terms set forth herein ("Purchase Option"). Subject to section 2.3.4, Purchaser may exercise the Purchase Option at any time after the seventh anniversary of the Commercial Operation Date, or simultaneously with the termination of this Agreement pursuant to Section 10.2 (either a "Purchase Option Date"), provided that no Purchaser Event of Default, or any event with which notice or the passage of time will become a Purchaser Event of Default, has then occurred and is ongoing.

6.2 Determination of Purchase Price. If Purchaser wishes to exercise the Purchase Option consistent with Section 6.1, it shall deliver an exercise notice to Seller not less than thirty (30) days prior to and not more than ninety (90) days prior to Purchase Option Date (the "Exercise Period"). If Purchaser elects to exercise its Purchase Option pursuant to Section 10.2, the written notice to Seller under that Section 10.2 must include notice of Purchaser's intent to exercise its Purchase Option and give at least thirty (30) days' notice prior to exercising the Purchase Option. Any such notice shall be irrevocable once delivered. The "Purchase Price" for the System shall be the greater of: (i) the amount that would be paid for the equipment comprising the System in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of such equipment and advanced is solar technology, and (ii) the calculated amount set forth on Exhibit E attached hereto for the respective Purchase Option Year.

6.3 Terms and Date of System Purchase. If the Purchase Option is exercised in connection with termination of the Agreement under Section 10.2, the Parties shall consummate the sale of a

System or Systems to Purchaser no later than thirty (30) days following Purchaser's written notice under Section 10.2 that includes the intent to exercise the Purchase Option. If the Purchase Option is exercised pursuant to Section 6.1, the sale of the System to Purchaser shall be consummated at the end of the Contract Term as described in Section 6.2. On the effective date of such sale (the "Transfer Date") (a) Seller shall surrender and transfer to Purchaser all of Seller's right, title, and interest in and to the System and shall retain all liabilities, Environmental Attributes, Tax Benefits, and profits arising from or relating to the System that arose prior to the Transfer Date; (b) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to such account as Seller shall specify, and shall assume all liabilities arising from or relating to the System or Systems as of and after the Transfer Date; (c) Purchaser shall pay all amounts due under this Agreement for Energy delivered hereunder; and (d) both the Seller and the Purchaser shall (i) execute and deliver a bill of sale and assignment of contract rights, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System or Systems in Purchaser, and (ii) deliver ancillary documents, including releases, resolutions, certificates, third-party consents and approvals, and such similar documents as may be reasonably necessary to complete and conclude the sale of the System or Systems to Purchaser. The purchase and sale of each System shall be on an "as-is, where-is" basis, and Seller shall not be required to make any warranties or representations with regard to the System, but Seller shall, to the extent reasonably possible, transfer or assign to Purchaser all manufacturer and third-party warranties with respect to the System or any part thereof. Purchaser shall pay all transaction and closing costs associated with exercise of the Purchase Option.

6.4 End of Term. In the event Purchaser declines to exercise its Purchase Option with respect to any System, then, at least thirty (30) days before the expiration of the Contract Term, if desired by Purchaser, the Parties shall use commercially reasonable efforts to negotiate and document an extension of the Contract Term for the remaining System or Systems, or a purchase of the System or Systems. In the event the Parties fail to reach agreement regarding such an extension or purchase, then Seller shall, within one hundred eighty (180) days after the date of expiration of the Contract Term, remove any of the remaining System from the Premises, provided that Seller shall not be required to remove electrical wiring or infrastructure, or any portion of the System below grade level. Other than as specifically provided otherwise herein, the removal of the System shall be at the cost of Seller.

## **7. TITLE AND RISK OF LOSS.**

7.1 Title. Seller shall at all times retain title to and be the legal and beneficial owner of the System, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part or fixture of any Designated Premises. Seller may file one or more precautionary financing statements in jurisdictions it deems appropriate with respect to each System in order to protect its rights in such System.

7.2 Risk of Loss. Seller shall bear the risk of loss for each System, except to the extent caused by the breach by Purchaser of its obligations under this Agreement or the negligence or intentional misconduct of Purchaser or its invitees.

7.3 System Casualty. Upon the total damage, destruction, or loss of any System, or, in the reasonable opinion of Seller's insurance provider, any System is determined to

have experienced a constructive total loss, Seller shall have the option, in its sole discretion, to repair or replace the System or terminate this Agreement with respect to the System experiencing the loss. Seller shall notify Purchaser in writing of its election within ninety (90) days after the date of the damage to the System. Seller shall under all circumstances be entitled to all insurance proceeds with respect to the System. If Seller elects to repair or replace the damaged System, Seller shall undertake such repair or replacement as quickly as practicable. If Seller elects to terminate this Agreement with respect to the damaged System, the termination shall be effective immediately upon delivery of the notice under this Section 7.3.

7.4 Financing. The Parties acknowledge that Seller may obtain construction and longterm financing or other credit support from one or more Financing Parties. "Financing Parties" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In conjunction with any such financing, Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance customary for comparable financing transactions and reasonably acceptable to such Financing Parties, including the Collateral Assignment Agreement attached hereto as Exhibit G and the Estoppel and Consent to Assignments in the form attached hereto as Exhibit H. Seller shall bear all costs, including attorneys' fees and costs, pertaining to obtaining Financing and costs incurred by the Purchaser in making changes to this Agreement to accomplish the same.

## **8. FORCE MAJEURE.**

8.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing any obligation under this Agreement (other than an obligation to make payments hereunder as provided herein), such Party shall be excused from the performance of such obligation under this Agreement during the period in which such Force Majeure event prevents performance thereof. The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform or resume performance of its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure.

8.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable, notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance; provided, however, that a Party's failure to give timely notice shall not affect such Party's ability to assert Force Majeure unless the delay in giving notice prejudices the other Party.



8.3 In the event that either Party is unable to perform due to changes in laws, regulations, tariffs mandated or approved by federal, state, governmental or regulatory entities, or court injunction or order ("Legal Requirements"), the Parties agree to negotiate in good faith modifications to the terms of this Agreement in order to comply with such Legal Requirements for the remainder of the term of the Agreement.

## 9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

9.1.1 Purchaser has the requisite capacity and authority to enter into this Agreement and fulfill its obligations hereunder, the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action by its [, and subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Purchaser;

9.1.2 Purchaser has or timely will obtain any and all governmental approvals it requires to enter into this Agreement and fulfill its obligations hereunder;

9.1.3 This Agreement constitutes Purchaser's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

9.1.4 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Purchaser that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Purchaser to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Purchaser; and

9.1.5 No governmental approval (other than any governmental approvals which have been previously obtained) is required in connection with the due authorization, execution and delivery of this Agreement by Purchaser or the performance by Purchaser of its obligations hereunder which Purchaser will be unable to obtain in due course.

9.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

9.2.1 Seller has the requisite limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, the execution and

delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Seller;

9.2.2 This Agreement constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

9.2.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Seller that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Seller to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Seller; and

9.2.4 Neither the System nor any of Seller's services provided to Purchaser pursuant to this Agreement infringe on any third party's intellectual property or other proprietary rights.

## 10. DEFAULTS/REMEDIES.

10.1 Seller Event of Default. Each of the following events shall constitute a "Seller Event of Default":

10.1.1 Seller fails to pay to Purchaser any amount when due under this Agreement and such breach remains uncured for ten (10) Business Days following written notice of such breach to Seller;

10.1.2 Seller commences a voluntary case under any bankruptcy law; (ii) Seller fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Seller in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Seller remains undismissed or undischarged for a period of one hundred and twenty (120) days; and

10.1.3 Seller materially breaches any other term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Purchaser's notice to Seller of such breach, Seller has failed to cure the breach within such thirty (30) day period, or (ii) if Seller has diligently commenced work to cure such breach during such thirty (30) day period but such breach

is not capable of cure within such period, Seller has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Purchaser's notice).

10.2 Purchaser's Remedies. If a Seller Event of Default has occurred and is continuing, Purchaser may terminate this Agreement by written notice to Seller following the expiration of the applicable cure period and may exercise any other remedy it may have at law or equity.

10.3 Purchaser Event of Default. Each of the following events shall constitute a "Purchaser Event of Default":

10.3.1 Purchaser fails to pay to Seller any amount when due under this Agreement and such breach remains uncured for ten (10) Business Days following written notice of such breach to Purchaser;

10.3.2 (i) Purchaser commences a voluntary case under any bankruptcy law; (ii) Purchaser fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Purchaser in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Purchaser remains undismissed or undischarged for a period of one hundred and twenty (120) days;

10.3.3 Purchaser breaches any of its obligations under Section 2.3.4;

10.3.4 Purchaser materially breaches any other term of this Agreement and such breach remains uncured for thirty (30) days following written notice of such breach to Purchaser, or such longer cure period as may be agreed to by the Parties;

10.3.5 Purchaser (i) refuses to execute any document required for Seller to obtain any Environmental Attributes or Tax Benefits related to a System, or (ii) causes any material change to the condition of the Premises that has a material adverse effect on any System.

10.4 Seller's Remedies. If a Purchaser Event of Default under Sections 10.3.1 through 10.3.6 has occurred and is continuing, Seller may terminate this Agreement by written notice to Purchaser following the expiration of the applicable cure period. If a Purchaser Event of Default under Sections 10.3.4 or 10.3.5 has occurred and is continuing, Seller may terminate this Agreement with respect to the affected System or Systems by written notice to Purchaser following the expiration of the applicable cure period. Seller may also exercise any other remedy it may have at law or equity, including recovering from Purchaser all resulting damages, which damages shall include, but not be limited to, projected payments for Energy generated for the remainder of the Contract Term; the cost of removing the System from the Designated Premises; any loss or damage to Seller due to lost or recaptured Environmental Attributes or Tax Benefits, including, without

limitation, lost revenue from the sale of Environmental Attributes to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue Code and accelerated depreciation for the System or System (including any gross up necessary to make the payments reasonably equivalent to the Tax Benefits recaptured); and all other amounts of any nature due under this Agreement (collectively, the "PPA Damages"). Pending Purchaser's payment of the PPA Damages, Seller may remain on the Premises and sell Energy and Environmental Attributes produced by the System to any third party.

10.5 Waiver of Consequential Damages. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW,

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

## 11. FINANCING ACCOMMODATIONS.

11.1 Purchaser Acknowledgment. Purchaser acknowledges that Seller may finance the System and that Seller's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in each or any System. In order to facilitate such financing, and with respect to any financing of which Seller has notified Purchaser in writing (each, a "Financing Party"), Purchaser agrees as follows:

11.1.1 Consent to Collateral Assignment. Seller shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Purchaser hereby consents to the collateral assignment by Seller to any Financing Party of Seller's right, title, and interest in and to this Agreement and shall execute an Estoppel and Consent to Assignments in the form attached hereto as Exhibit H in connection with any financing or refinancing of the system.

11.1.2 Financing Party's Rights Following Default.  
Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Seller hereunder or cause to be cured any default or event of default of Seller in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Seller (unless Financing Party has succeeded to Seller's interests) to perform any act, duty, or obligation of Seller, but Purchaser hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Financing Party, Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Seller Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new power purchase agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

11.1.3 Financing Party Cure Rights. Purchaser shall not exercise any right to terminate or suspend this Agreement unless Purchaser has given prior written notice to each Financing Party of which Purchaser has notice. Purchaser's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the longer of thirty (30) days or the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Purchaser's and Seller's obligations under this Agreement shall otherwise remain in effect, and Purchaser and Seller shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

11.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Seller's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 10.1.3, then this Agreement shall continue in full force and effect.

11.2 Notice of Defaults and Events of Default. Purchaser agrees to deliver to each Financing Party a copy of all notices that Purchaser delivers to Seller pursuant to this Agreement.

12. **NOTICES.** Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice

hereunder. Such notices may be sent by personal delivery or recognized overnight courier and shall be deemed effective upon receipt.

To Seller: Fritz Solar, LLC  
8438 438<sup>th</sup> Ave  
North Bend, WA 98045  
Attn: Bruce Fritz  
Phone: 608-723-9955

To Purchaser: City of Washington  
215 E Washington St  
Washington, IA 52353  
Attn: City Clerk  
Telephone NO.:(319)-653-6584

### **13. GOVERNING LAW; DISPUTES.**

13.1 Choice of Law/Venue. This Agreement shall be construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws principles. Any such or action filed to enforce the terms of this Agreement shall be filed in the Iowa District Court in and for Washington County or in the federal courts in the Southern District of Iowa.

#### 13.2 Disputes.

13.2.1 Management Negotiations. The Parties shall use all reasonable efforts to

settle disputes through negotiation between authorized members of each Party's senior management. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within fifteen (15) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within thirty (30) Business Days of their first meeting, unless the period for resolution is extended by mutual agreement, either Party may pursue applicable judicial remedies at law or equity.

#### **14. INDEMNIFICATION.**

14.1 Seller's Indemnity to Purchaser. Seller shall indemnify, defend, and hold harmless Purchaser (including Purchaser's permitted successors and assigns) and Purchaser's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Purchaser Indemnified Parties") from and against any and all damages, including any and all damages sustained or incurred by any third party Person, for personal injury, illness, death or property damage, to the extent caused by the negligence (including gross negligence) or willful misconduct of Seller arising out of or in connection with this Agreement. Seller's indemnification obligations under this Section 14.1 shall not extend to any claim to the extent such claims are due to the gross negligence or willful misconduct of any Purchaser Indemnified Party.

14.2 Purchaser's Indemnity to Seller. Purchaser shall indemnify, defend, and hold harmless Seller (including Seller's permitted successors and assigns) and Seller's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Seller Indemnified Parties") from and against any and all damages sustained or incurred by any third party Person for personal injury, illness, death or property damage, to the extent caused by the negligence (including gross negligence) or willful misconduct of the Purchaser arising out of or in connection with this Agreement. Purchaser's indemnification obligations under this Section 14.2 shall not extend to any claim to the extent such claims are due to the gross negligence or willful misconduct of any Seller Indemnified Party.

14.3 Non-Waiver of Municipal Liability Limitations. Nothing in this Agreement is intended, nor should be construed to mean, that the Purchaser waives applicable limits on municipal liability, including section 670 of the Iowa Code.

#### **15. INSURANCE.**

15.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Contract Term, including the period of installation by Seller, with insurers of recognized responsibility authorized to do business in Iowa, assigned an A. M. Best rating of no less than a IX, insurance coverage in the amounts and types set forth on Exhibit C. Each policy of insurance maintained by Purchaser shall (a) name Seller as an additional named insured as its interests may appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to Seller. Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder.

15.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

15.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

15.4 All required insurance policies provided by Seller shall name the Purchaser as an Additional Insured by endorsement.

## 16. MISCELLANEOUS.

16.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Seller may assign any of its rights, duties, or obligations under this Agreement, without the consent of Purchaser upon provision of prior notice, (i) to any of its Affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of any System.

16.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

16.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Purchaser.

16.4 No Partnership or Joint Venture. Seller and Seller's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Purchaser. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

16.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

16.6 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this



Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

16.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

16.8 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

16.9 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Seller to dedicate the System to public use or subject itself to regulation as a "public utility" or as an "electric utility" (as such term may be defined under any applicable law).

16.10 Service Contract. The Parties acknowledge and agree that, for accounting and tax purposes, this Agreement is not and shall not be construed as a capital lease financing contract and, pursuant to Section 7701(e)(3) of the Internal Revenue Code, this Agreement is and shall be deemed to be a service contract for the sale to Purchaser of energy produced at an alternative energy facility.

16.11 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

16.12 Further Assurances.

16.12.1 Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

16.12.2 Certificates. From time to time, Purchaser shall provide within five (5) Business Days after receipt of a written request from Seller (i) a lien waiver from any party purporting to have a lien, security interest, or other

encumbrance on the Premises, confirming that it has no interest in the System, or (ii) an estoppel certificate attesting, to the knowledge of Purchaser, of Seller's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations reasonably requested by the recipient of the estoppel certificate.

**IN WITNESS WHEREOF**, the Parties have caused this Power Purchase Agreement to be duly executed and delivered as of the Effective Date.

**Fritz Solar, LLC**

**City of Washington, an Iowa Municipal Corporation**

**SELLER**

**PURCHASER**

By: \_\_\_\_\_  
Name: Bruce Fritz  
Title: Member

By: \_\_\_\_\_  
Name: Millie Youngquist  
Title: Mayor

## EXHIBIT A

### DEFINITIONS

“Affiliate” means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with such first person or entity. For purposes of this definition and this Agreement, the term “control” (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a person or entity through ownership of voting securities or by contract, including, but not limited to, the right to fifty percent (50%) or more of the capital or profits of a partnership or, alternatively, ownership of fifty percent (50%) or more of the voting stock of a corporation.

“Agreement” has the meaning set forth in the Preamble.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System listed in Exhibit B is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Delivery Term.

“Delivery Point” means the point of interconnection between a System and the Designated Premises’ internal electrical system.

“Delivery Term” has the meaning set forth in Section 2.2.

“Designated Premises” means all the real property and improvements (exclusive of any System) as described in Exhibit D.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by any System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit F.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source;

(2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (4) any property rights that may exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits ("RECs) or similar credits such as solar energy credits created pursuant to applicable state law ("SRECs"); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Tax Benefits, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

"Exercise Period" has the meaning set forth in Section 6.2.

"Financing Party" has the meaning set forth in Section 11.1

"Force Majeure" means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, site conditions, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

"Governmental Authorities" means any national, state, regional, municipal or local government, any political subdivision thereof, or any governmental, quasi-governmental, regulatory, judicial or administrative agency, authority, commission, board or similar entity having jurisdiction over the System or its operations, the Premises, or otherwise over any Party.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"kWh" means kilowatt-hours.

"Net Metering Rules" means the rules established pursuant to applicable law in the state of Iowa or the Purchaser's specific utility.

“Net Present Value” means a lump sum equal to the projected future cash flow of the Agreement based on the System’s projected energy production during the post buyout years, degraded at 0.50% annually for the remaining term of the Agreement discounted at a rate of 6%.

“Notice to Proceed Date” means the date on which physical work of a significant nature relating to the installation of the System at the Designated Premises commences.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, jointstock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 6.1.

“Purchase Price” has the meaning set forth in Section 6.2.

“Purchase Option Date” has the meaning set forth in Section 6.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

“Seller” has the meaning set forth in the Preamble.

“Seller Event of Default” has the meaning set forth in Section 10.1.

“Seller Indemnified Parties” has the meaning set forth in Section 14.2.

“Substantial Completion” has the meaning set forth in the construction or installation agreement entered into by Seller for the construction or installation of the System.

“System” or “Systems” means the solar energy generation system described in Exhibit B and located at either or both of the Designated Premises described in Exhibit D.

“System Operation Date” means the date when an individual System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“System” means the solar energy generating System described in Exhibit B.

“Tax Benefits” means any and all new or existing federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which the System, or the owner or operator thereof, is eligible or which it receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which the System, or the owner or operator thereof, is eligible or which it receives.

“Utility” means the Purchaser’s electrical utility company.

## EXHIBIT B

### DESCRIPTION OF THE SYSTEMS

**Name:** City of Washington – City Hall  
**Location:** 215 E Washington St, Washington, IA 52353  
**Size:** 295.2 kW DC  
**Mounting:** Roof Mounted

#### Equipment

- (720) VSUN410-132BMH
- (1) SolarEdge SE120KUS, (1) SolarEdge SE4100KUS
- K2 Crossrail Roof Mount Racking

**Name:** City of Washington - Library  
**Location:** 115 W Washington St. Washington IA 52353  
**Size:** 82.23 kW DC  
**Mounting:** Gound Mounted

#### Equipment

- (203) VSUN410-132BMH
- (2) SolarEdge SE30KUS
- Unirac RM10 EVO Roof ballasted Racking

**Name:** City of Washington – Maintenance Building  
**Location:** 515 E 6<sup>th</sup> St. Washington, IA 52353  
**Size:** 19.68 kW DC  
**Mounting:** Roof Mounted

#### Equipment

- (86) VSUN410-132BMH
- (1) SolarEdge SE17.3KUS (1) SolarEdge SE10KUS-208

## EXHIBIT C

- K2 CrossRail Roof Mount Racking

### INSURANCE REQUIREMENTS

- (a) Seller shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor; A Waiver of Subrogation, naming City of Washington, should be endorsed to this policy.

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and not less than four million dollars (\$4,000,000) annual aggregate. Purchaser shall be named as an additional insured under this liability insurance;

(iv) Adequate property coverage for any and all building, personal property and equipment erected and installed on the land owned by the Purchaser;

(v) Seller may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage.

- (b) Purchaser shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Designated Premises of not less than two million dollars (\$2,000,000)



**EXHIBIT D**

combined single limit per occurrence and not less than four million dollars (\$4,000,000) annual aggregate.

(ii) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage.

**DESIGNATED PREMISES  
(Addresses and Legal Descriptions)**

Location Address:

City of Washington – City Hall  
215 E Washington St  
Washington, IA 52353

**Legal Description:** 20 OP PAR O /CITY HALL & FIRE ST/

Location Address: City of  
Washington - Library 115 W  
Washington St.  
Washington IA 52353

**Legal Description:** 18 OP E 33.5 FT LOT 3 & LOT 2 EXC E 8.25 FT

Location Address:  
City of Washington – Maintenance Building 515  
E 6th St.  
Washington, IA 52353

**Legal Description:**

**EXHIBIT E**

**ESTIMATED REPRESENTATIVE NET PRESENT VALUE BUYOUT AMOUNTS**

End of Year	Combined
7	\$411,562.00
10	\$550,244.00
15	\$395,300.00
20	\$287,340.00
25	\$ 41,638.00

Note: The calculated amounts set forth above for purchase option years 7, 10, 15, and 25 are intended to illustrate the net buyout amounts for those purchase years. In accordance with section 6.2, Purchaser can exercise its purchase option any year after year 7 and the net present value buyout amount shall be calculated at the end of the applicable purchase year in which the option is exercised.

**EXHIBIT F**

Contract Year	Rate Per kWh
1	\$0.1190
2	\$0.1226
3	\$0.1262
4	\$0.1300
5	\$0.1339
6	\$0.1380
7	\$0.1421
8	\$0.1464
9	\$0.1507
10	\$0.1553
11	\$0.1599
12	\$0.1647
13	\$0.1697
14	\$0.1748
15	\$0.1800
16	\$0.1854
17	\$0.1910
18	\$0.1967
19	\$0.2026
20	\$0.2087
21	\$0.2149
22	\$0.2214
23	\$0.2280
24	\$0.2349
25	\$0.2419

Thereafter 3% annual increase if buyout not executed or site removal requested



Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kelsey Brown, Finance Director  
Kathy Kron, City Clerk  
Kevin Olson, City Attorney


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

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MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: December 13, 2024

SUBJECT: Resolution to Approve Task Order for Egg Sanitary Sewer Basin Evaluation

A project in the current, FY25 Capital Improvement Plan is to conduct an engineering evaluation of the Egg Sanitary Sewer Basin. And while some of the initial data collection of the project has started, a task order with Strand Associates to complete the project has not been approved. Attached you will find a draft resolution to approve the task order, the task order, and a map of the Egg Sanitary Sewer Basin. You will note that the task order includes basic services at a cost of \$167,400 and elective services for an additional \$86,700. To stay within initial budget projects, I recommend that the basic services of the task order be approved. Depending on actual costs during the process, we can assess the need for the additional services and bring that back for approval at a later date. Staff recommends approval of the task order to complete this important project at a cost of \$167,400.

Completing this project will help provide guidance to future capital projects in the basin. This phase will identify projects, mostly smaller, in the pipes that connect to the large interceptor line. The interceptor line is rather unique, quite old, and needs to be replaced. That will be a much larger project and will likely take some additional engineering work. We are earmarking funds for the interceptor line in future years, but that is serving as a place holder until we have more calculated estimates. A similar project was completed in the Southeast Sanitary Sewer Basis a few years ago.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

**RESOLUTION NO. 2024-**

**A RESOLUTION APPROVING ENTERING INTO A TASK ORDER WITH STRAND ASSOCIATES FOR AN ENGINEERING REVIEW OF THE EGG SANITARY SEWER DRAINAGE BASIN**

**WHEREAS**, the City Council did enter into a Master Agreement with Strand Associates on May 1, 2013; and,

**WHEREAS**, the City of Washington would like a professional engineering review of the Egg Sanitary Sewer Basin to form recommendations on potential repairs, replacement, and maintenance; and,

**WHEREAS**, Strand has provided a fee based on hourly and reimbursable to complete the engineering review for \$167,400.

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

Section 1. The City Council hereby approves the Task Order by Fox Strand attached to this Resolution.

Section 2. The Mayor and City Clerk are authorized to sign this Resolution and the Task Order.

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

PASSED AND APPROVED this 17<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Millie Youngquist, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Kron, City Clerk

# DRAFT

This is Task Order No. 25-01,  
consisting of 5 pages.

## Task Order

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In accordance with Paragraph 1.01 of the Master Agreement between the City of Washington (Owner) and Strand Associates, Inc.<sup>®</sup> (Engineer) for Professional Services dated May 1, 2013 (Agreement), Owner and Engineer agree as follows:

### Specific Project Data

- A. Title: Egg Sewer Interceptor Study.
- B. Description: Owner is under a Consent Order from the Iowa Department of Natural Resources (IDNR) to reduce inflow and infiltration (I&I) or eliminate the sanitary sewer overflows. Owner, as part of their planning process, included a study of the Egg Sanitary Sewer Basin to determine what may be required to reduce I&I in the basin. Owner is in the process of cleaning and televising of the existing Egg Interceptor Sanitary Sewer basin. Engineer will prepare a study and facility plan report regarding the existing condition and proposed improvements within the Egg Sanitary Sewer Drainage Basin. Basic services will include mapping of the existing sanitary sewer system using survey information provided by Owner, review of televising videos provided by Owner, review of manhole inspections provided by Owner, smoke testing, and a facility plan report.

1. **Services of Engineer**—Services of Engineer for this Task Order No. 25-01 are indicated below.

#### Part 1—Basic Services

**A1.01 Study and Report Phase**—As shown in Exhibit A of the Master Agreement, except for services specifically identified in the Task Order as part of Basic Services.

A1.01.A Add the following paragraphs:

8. Provide general consultation services for the sanitary sewer collection system as requested by Owner.
9. Data Collection and Kickoff Meeting
  - a. Collect information available from Owner.
  - b. Develop meeting agendas and meeting minutes and attend up to four meetings with Owner to discuss project progress.
10. Egg Sanitary Sewer Drainage Basin Mapping
  - a. Develop a sanitary sewer collection system map based on information provided by Owner including Owner-provided geographic information system files and AutoCAD files. The mapping shall include the Egg Sanitary Sewer Drainage Basin of the sanitary sewer collection system.
  - b. Incorporate Owner's field survey information of sanitary sewer manhole locations and manhole rim elevations, to be provided by Owner in AutoCAD format. Additional information from each sanitary sewer manhole shall be obtained by Owner's staff during manhole inspections to record manhole pipe invert depths, configuration, and condition. Mapping will be supplemented by field survey information as necessary and will be provided as needed by Engineer, the cost for which will be negotiated.
  - c. Update mapping data following the completion of manhole inspections and observations by Owner to provide a sanitary sewer collection system map of the Egg Sanitary Sewer Drainage Basin.
  - d. Owner shall evaluate areas of conflict or missing information during the mapping development process as well as assist Engineer with the development of mapping information. Owner shall conduct field observation, survey, or other means necessary to rectify conflicts, missing information, or other data as required to complete the collection system mapping in the Egg Sanitary Sewer Drainage Basin.

11. Egg Sanitary Sewer Drainage Basin Pipe Televising

- a. Owner shall complete closed-circuit televising (CCTV) pipe inspections using the Pipe Assessment Certification Program (PACP) to document the condition of the existing sanitary sewer pipe network within the Egg Sanitary Sewer Drainage Basin. After CCTV information is completed, Owner shall provide the videos and reports to Engineer for tabulation and condition analysis of the existing piping network.
- b. Review approximately 60,000 linear feet of sanitary sewer CCTV and reports of the Egg Sanitary Sewer Basin. This video will be reviewed based on televising reports at targeted locations relative to the condition of the sanitary sewer. For purposes of this scope of services, it is anticipated that Engineer will review approximately 50 percent of the televising video, or approximately 30,000 linear feet. Owner shall develop a database of information relative to the televising reports for use in analysis of the televising data.

12. Egg Sanitary Sewer Drainage Basin Smoke Testing: Conduct smoke testing of the existing sanitary sewer system to identify cross connections and other assorted connections. Provide smoke testing equipment and assist Owner with notifying property owners. Engineer will provide example notification letter to Owner. Owner shall notify residents by providing the smoke testing notifications on Owner's letterhead using Owner's mailing list. Owner shall also notify emergency services of the smoke testing. Owner shall provide two staff members to assist Engineer's two-person crew with smoke testing. For budgeting purposes, Engineer will provide a two-person crew for a period of approximately two weeks for the smoke testing, typically conducted during dry weather, in the Egg Sanitary Sewer Drainage Basin. Tabulate and provide a summary document of findings to Owner.

13. Egg Sanitary Sewer Drainage Basin Rehabilitation Facility Plan Report

- a. Develop sanitary sewer system rehabilitation alternatives in the Egg Sanitary Sewer Drainage Basin based on the findings of previous tasks. Provide a report along with a prioritized list of possible sanitary sewer improvements including capital improvement projects as determined by Owner based on collection system analysis and data collection. A concept level opinion of probable project cost for each possible capital improvement project will be provided.
- b. Produce preliminary concept plans for sanitary sewer rehabilitation projects in the Egg Sanitary Sewer Drainage Basin based on gathered information and the projects outlined.

A1.02 Preliminary Design Phase—This phase is not included.

A1.03 Final Design Phase—This phase is not included.

A1.04 Bidding Phase—This phase is not included.

A1.05 Construction Phase—This phase is not included.

A1.06 Commissioning and Post Construction Phase—This phase is not included.

**Part 2—Additional Services**

**A.2.01 Additional Services Requiring Owner's Authorization in Advance**—As shown in Exhibit A of the Master Agreement, except for services specifically identified in this Task Order as part of Basic Services.

1. Egg Sanitary Sewer Drainage Basin Manhole Observations

- a. Incorporate Owner's field survey information of sanitary sewer manhole locations and manhole rim elevations previously provided in the AutoCAD mapping format for implementation during the manhole observation phase. Additional information from each sanitary sewer manhole will be obtained including recording the condition of the manholes. It is not anticipated that the manhole observations will include review of pipe sizes, pipe materials, and pipe elevations. In addition, it is our understanding that the manholes have survey information available and no additional surveying will be necessary.
- b. Observe each manhole for its performance condition so that potential repairs or improvements can be included in Owner's planned improvements. Owner shall be responsible for exposing any buried manholes in pavement or in fields. Owner shall provide one staff member to Engineer to assist with this task. For budgeting purposes, it is anticipated that approximately 250 manholes will be observed. Each manhole observation will have a documented observation report indicating the relative conditions of the manhole and indicate possible repairs. In addition, each manhole will be photographed with the corresponding manhole numbering system selected by Owner for incorporation into the project. For purposes of this scope of services, a two-person crew has been included for up to 12 days of manhole inspection.

2. **Egg Sewer Basin Sanitary Sewer Modeling:** Prepare a model of the sanitary sewer system using *Autodesk Storm and Sanitary Analysis* software, or equivalent modeling software. The model will be used to simulate dry weather and wet weather flows that can be correlated and calibrated to known flows metered at the wastewater treatment plant. Where capacity issues are identified, proposed improvements will be modeled for effectiveness. Sanitary sewer pipes eight inches in diameter and larger will be included in the model.
2. **Owner's Responsibilities**—Owner Responsibilities for this Task Order shall be as shown in Exhibit B of the Master Agreement and as noted within the scope of services of this Task Order.
1. Owner will provide CCTV videos of the Egg Sanitary Sewer Drainage Basin Piping using televising and inspection per PACP standards. CCTV information shall be provided in a database accessible by the Engineer.
  2. Owner shall complete sanitary sewer inspections of the existing sanitary sewer manholes within the Egg Sanitary Sewer Drainage Basin that includes recording the depth of the manholes, pipe invert depths, pipe sizes, pipe materials, and manhole conditions. Inspections shall be completed using MACP standards and the information provided to Engineer in an accessible database format.
  3. Owner shall provide AutoCAD files of the sanitary sewer manhole locations and rim elevations within the Egg Sanitary Sewer Drainage Basin.
  4. Owner shall provide smoke testing notifications to residents and notify emergency services.
3. **Times for Rendering Services**—shall be as follows:

Engineer will perform services consistent with the Standard of Care.

Task	Date Completed
Data Collection and Kickoff Meeting	February 7, 2025
Basin Mapping	May 30, 2025
Pipe Televising Data Review	July 25, 2025
Smoke Testing	August 29, 2025
Facility Plan Report	December 19, 2025

4. **Payments to Engineer for Services and Reimbursable Expenses**

Payments to Engineer shall be in accordance with Exhibit C of the Master Agreement. Specifically, Owner shall pay Engineer for services as follows:

**BASIC SERVICES**

Item	Fee Basis	Amount
General Consultation	Hourly + Reimbursable Expenses	\$6,500
Data Collection and Kick-off Meeting	Lump Sum	\$7,500
Egg Sanitary Sewer Drainage Basin Mapping	Lump Sum	\$33,700
Egg Sanitary Sewer Drainage Basin Pipe Televising Review	Hourly + Reimbursable Expenses	\$39,800
Egg Sanitary Sewer Drainage Basin Smoke Testing	Hourly + Reimbursable Expenses	\$41,000
Egg Sanitary Sewer Drainage Basin Rehabilitation Facility Plan Report	Lump Sum	\$38,900

*Total Estimated Hourly = \$87,300*

*Total Lump Sum = \$80,100*

*Total = \$167,400*

**ADDITIONAL SERVICES**

Item	Fee Basis	Amount
Egg Sanitary Sewer Drainage Basin Manhole Observations	Hourly + Reimbursable Expenses	\$51,500
Egg Sanitary Sewer Drainage Basin Modeling	Lump Sum	\$35,200

*Total Estimated Hourly = \$55,500*

*Total Lump Sum = \$35,200*

*Total = \$86,700*



Hourly + Reimbursable Expense amounts are estimated amounts and not maximums. Engineer will request written authorization from Owner to continue such services should the accumulated charges for the services reach the estimated total amounts indicated above.

5. **Engineer's Consultants:** None
6. **Other Modifications to Master Agreement:** The term of the Master Agreement is hereby extended to the completion date of the services under this Task Order if that should extend beyond the current term of the Master Agreement.
7. **Attachments:** None
8. **Documents Incorporated By Reference:** Master Agreement between Owner and Engineer for Professional Services dated May 1, 2013.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

*{Remainder of page intentionally left blank}*

The Effective Date of this Task Order is \_\_\_\_\_, 2024.

**Engineer**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Joseph M. Bunker  
Name \_\_\_\_\_

Corporate Secretary  
Title \_\_\_\_\_

**Owner**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**NOT FOR SIGNATURE**

**Authorized Representative for Task Order:**

Steven P. Soupir, P.E.  
Name \_\_\_\_\_

Project Manager  
Title \_\_\_\_\_

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Ames, IA 50010  
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Phone \_\_\_\_\_

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Fax \_\_\_\_\_

**Authorized Representative for Task Order:**

Joe Gaa  
Name \_\_\_\_\_

City Administrator  
Title \_\_\_\_\_

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# SANITARY SEWER SYSTEM DRAINAGE BASINS WASHINGTON, IOWA

