



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, June 1, 2021

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, June 1, 2021 to be approved as proposed or amended.

Consent:

1. Council Minutes May 18, 2021
2. Garden & Associates, 2021 Sealcoat Improvements, \$455.30
3. Garden & Associates, Reconstruction of Adams St. and 12th St., \$13,186.17
4. Garden & Associates, South E. Avenue Reconstruction, \$3,099.88
5. Garden & Associates, General Engineering, \$1,188.37
6. Global Public Safety, Annual TAC10 Maintenance Renewal, \$8,082.00
7. Walmart Inc. #1475, 2485 Highway 92, Cigarette/Tobacco/Nicotine/Vapor **(renewal)**
8. Fareway Stores, Inc. #554, 301 N. Marion Ave., Cigarette/Tobacco/Nicotine/Vapor **(renewal)**
9. Casey's General Store #1624, 1002 W. Madison St., Cigarette/Tobacco/Nicotine/Vapor **(renewal)**
10. Casey's General Store #3528, 1730 E. Washington St., Cigarette/Tobacco/Nicotine/Vapor **(renewal)**
11. Corner Stop, 100 East Madison Street, Class B Wine Permit, Class C Beer Permit, Class E Liquor License (LE) **(renewal)**
12. Casey's General Store #3528, 1730 E. Washington St., Class B Wine Permit, Class C Beer Permit, Class E Liquor License, Sunday Sales **(renewal)**
13. Casey's General Store #1624, 1002 W. Madison, Class B Wine Permit, Class B Native Wine Permit, Class C Beer Permit, Class E Liquor License (LE), Sunday Sales **(renewal)**
14. Department Reports

Claims Report

- Claims for June 1, 2021

SPECIAL EVENT REQUEST

- Main Street Washington – Hocus Pocus in the Park (date change) – October 9, 2021
- Washington Public Library – Tai Chi in the Park – June 18, 2021

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

PUBLIC HEARING

- Public Hearing On, Discussion & Consideration of a Resolution Adopting Plans, Specifications, Form of Contract & Estimate of Cost (2021 Sealcoat)
- Public Hearing On, Discussion & Consideration of a Resolution Adopting Plans, Specifications, Form of Contract & Estimate of Cost (West Buchanan Paving)

NEW BUSINESS

1. Discussion and Consideration of Final Pay Application (Pay App. No. 17) Release of Retainage for Fire Station
2. Discussion and Consideration of Final Pay Application (Pay App. No. 15) Release of Retainage for City Hall/Police Department
3. Discussion and Consideration of a Resolution Adopting Revisions to Sidewalk Repair Program Guidelines
4. Discussion and Consideration of a Five-Year Maintenance Agreement with the Iowa Department of Transportation
5. Discussion and Consideration of a Quote for Tennis Court Resurfacing (Tennis/Pickleball Project)
6. Discussion and Consideration of a Quote for North 4th Patching (Stewart School Project)
7. Discussion and Consideration of a Revised Farm Management Agreement with Washington State Bank
8. Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 36 (Fire Department- EMS Unit)
9. Discussion and Consideration of Second Reading of an Ordinance Amending Utility Rates

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor

Illa Earnest

Steven Gault

Elaine Moore

Danielle Pettit-Majewski

Fran Stigers

Millie Youngquist

ADJOURNMENT

Council Minutes 5-18-2021

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, May 18, 2021 at 6:00 p.m. Mayor Rosien in the chair.

On roll call present: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Absent: none.

Motion by Gault, seconded by Pettit-Majewski, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, May 18, 2021 be approved. Motion carried.

Consent:

1. Council Minutes May 4, 2021
2. UMB, 2015 General Obligation Capital Loan Notes, Principal & Interest, \$123,537.50
3. UMB, 2016A General Obligation Refunding Bonds, Principal & Interest, \$154,085.00
4. UMB, 2016B General Obligation Refunding Bonds, Principal & Interest, \$51,618.75
5. UMB, 2016C General Obligation Bonds, Principal & Interest, \$100,700.00
6. UMB, 2018A General Obligation Capital Loan Notes, Principal & Interest, \$316,085.00
7. UMB, 2018B LOSST Revenue Bonds, Principal & Interest, \$127,670.00
8. UMB, 2020A GO Capital Loan Notes, Principal & Interest, \$155,650.00
9. UMB, 2020B Taxable GO Capital Loan Notes, Principal & Interest, \$130,250.00
10. IA Finance Authority, SRF Loan, Additional Water Treatment Plan, Principal, Interest & Fee, \$11,572.61
11. IA Finance Authority, SRF Loan, Wastewater Treatment Plant, Principal, Interest & Fee, \$611,642.50
12. IA Finance Authority, SRF Loan, Westside Interceptor Project, Principal, Interest & Fee, \$116,160.00
13. IA Finance Authority, SRF Loan, Water Treatment Plant, Principal, Interest & Fee, \$227,140.00.
14. Simmering-Cory, Sanitary Sewer Improvements Progress Payment, CDBG #18-WS-020, \$10,000.00
15. FOX Engineering, N. 4th Avenue Street and Utility Improvements, \$3,555.00
16. FOX Engineering, 2020 Sanitary Sewer Extension, \$8,000.00
17. FOX Engineering, 2021 Washington Water Main Improvements, \$10,780.00
18. Department Reports
19. DCJ Concrete & General Construction, Madison Park, \$5,100.00 (added item)

Motion by Pettit-Majewski, seconded by Youngquist, to approve Consent items 1-19. Motion carried.

Claims for May 18, 2021, and the Financial Report for April 2021 were presented by Finance Director Kelsey Brown.

Motion by Gault, seconded by Youngquist, to approve the claims for May 18, 2021. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve the April 2021 financial report. Motion carried.

Code Enforcement Officer Elaine Jennings presented the nuisance abatement update.

Motion by Gault, seconded by Pettit-Majewski, to approve the added Washington Chamber of Commerce Thursday Night Live date of August 12, 2021. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Washington Chamber of Commerce Spring 2022 Craft Fair event request for May 7, 2022. Motion carried.

Motion by Gault, seconded by Pettit-Majewski, to approve the ELIM Arrival Night at the Well

Worship in Central Park on June 11, 2021, contingent on proof of insurance, notice of the noise ordinance, a list of local churches participating, and plan for attendee parking. Motion carried.

Presentation from the public: Mary Audia director of WEDG was in attendance. Mike Murphy expressed concerns for water runoff from the West Buchanan and business park projects, as well as a need for a T-intersection sign and stop sign on South E Avenue. Daniel Ramirez requested another week for removal of debris at 1114 East Washington.

Mayor Rosien announced that now is the time for public hearing for a Resolution Directing the Sale of an Interest in Real Property at 534 South Marion. Gault stated he'd like to see the same timeframe consideration given to all bidders.

Motion by Pettit-Majewski, seconded by Stigers, to close the public hearing. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the Resolution Directing the Sale of an interest in Real Property at 534 South Marion to NAB Investment for \$17,000 with 30 months to complete the project. Roll call on the motion: Ayes: Earnest, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: Gault. Motion carried. **(Resolution 2021-042)**

Mayor Rosien announced that now is the time for public hearing for a Resolution for Fiscal Year 21 Budget Amendment #2.

No written or oral objections were received.

Motion by Youngquist, seconded by Gault, to close the public hearing. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Earnest, seconded by Youngquist, to approve a Resolution for Fiscal Year 21 Budget Amendment #2. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-043)**

Motion by Stigers, seconded by Earnest, to approve the Purchase of a Tank Truck for the Maintenance and Construction Department for \$42,000 from Altorfer. Motion carried.

Motion by Youngquist, seconded by Moore, to Purchase a Dump Trailer for the Maintenance and Construction Department for \$10,400 from Cantril Truck & Trailer. Motion carried.

Council discussed the agenda item of quotes for debris removal at 1114 East Washington Street. Owners of the property Daniel Ramirez and Jacqueline Ramirez answered questions from council. Motion by Moore, seconded by Gault, to award the work to G&R Miller for up to \$7,490 with direction to staff to work with the neighboring property owner to the west to remove the roof from the side of the property. Motion failed with Moore, Gault, and Stigers voting "aye," and Earnest, Pettit-Majewski, and Youngquist voting "no." Under his authority to break tie votes on simple motions, Mayor Rosien voted "no."

Motion by Pettit-Majewski, seconded by Youngquist, to give Mr. Ramirez a seven-day extension through May 25th to remove the debris from the property to the satisfaction of the City Administrator and to have G&R Miller proceed with clean up at the site as needed at that time, and to have staff facilitate the removal of the roof on the neighboring property. Motion carried with Earnest, Pettit-Majewski, and Earnest voting "aye," and Gault, Moore, and Stigers voting "no." Under his authority to break tie votes on simple motions, Mayor Rosien voted "aye."

Motion by Pettit-Majewski, seconded by Earnest, to approve a Resolution Supporting an IEDA High-

Quality Jobs Program Business Financial Assistance Application for Bazooka-Farmstar, LLC. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-044)**

Motion by Moore, seconded by Youngquist, to approve a Resolution Approving a Notice of Hearing and Letting for the 2021 Sealcoat Program for June 1, 2021. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-045)**

Motion by Moore, seconded by Youngquist, to approve a Resolution Approving a Notice of Hearing and Letting for the West Buchanan/Business Park Phase 2 Project for June 1, 2021. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-046)**

Motion by Stigers, seconded by Pettit-Majewski, to approve the First Reading of an Ordinance Amending Chapter 36 (Fire Department – EMS Unit). Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve the First Reading of an Ordinance Amending Utility Rates. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Gault, seconded by Earnest, to approve the Third and Final Reading of an Ordinance Changing a Yield to a Stop on Circle Drive. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Ordinance 1122)**

Motion by Stigers, seconded by Gault, to approve the Third and Final Reading of an Ordinance Amending Chapter 69 – parking on East Jackson and South 4th. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Ordinance 1123)**

Department reports were presented. Chief Lester said thank you for the recognition received during Police Week. City Administrator Hinson asked council for direction on the pickleball courts project, and Keith Lazar answered council questions. Council directed staff to list pickleball courts on the next agenda.

Motion by Pettit-Majewski, seconded by Gault, that the Regular Session held at 6:00 p.m. Tuesday, May 18, 2021, is adjourned at 7:33 p.m.

Sally Y. Hart, City Clerk



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

May 25, 2021
Invoice No: 41601

Project 5021144 Washington - 2021 Sealcoat Improvements.
Client ID# 20040

Professional Services for the Period: April 16, 2021 to May 20, 2021

Professional Services

	Hours	Rate	Amount	
Technician #5	3.25	74.00	240.50	
Technician #6	2.50	60.00	150.00	
Totals	5.75		390.50	
Total Professional Services				390.50

Unit Billing

Copies - Color			36.00	
Copies-Specs.			28.80	
Total Units			64.80	64.80

Total Project Invoice Amount \$455.30

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INVOICE

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

May 25, 2021
Invoice No: 41600

Project 5019061 Washington - Reconstruction of Adams Street and 12th Street.
Client ID# 20040

Professional Services for the Period: April 16, 2021 to May 20, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	12.50	152.00	1,900.00	
Surveyor 1	1.00	124.00	124.00	
Technician #1	98.25	113.00	11,102.25	
Totals	111.75		13,126.25	
Total Professional Services				13,126.25

Unit Billing

Mileage			59.92	
Total Units			59.92	59.92

Total Project Invoice Amount \$13,186.17

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1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

May 25, 2021
Invoice No: 41599

Project 5018069 Washington - South E. Ave Street Reconstruction
Client ID# 20040

Professional Services for the Period: April 16, 2021 to May 20, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	13.00	152.00	1,976.00	
Surveyor 1	2.50	124.00	310.00	
Surveyor 3	1.25	102.00	127.50	
Technician #4	5.50	85.00	467.50	
Technician #5	.25	74.00	18.50	
Totals	22.50		2,899.50	
Total Professional Services				2,899.50

Unit Billing

Mileage			82.88	
GPS Survey Equipment			117.50	
Total Units			200.38	200.38
Total Project Invoice Amount				\$3,099.88

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JACK POPE, PE



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

May 25, 2021
Invoice No: 41598

Project 9020317 Washington - General Engineering.
Client ID# 20040

Professional Services for the Period: April 16, 2021 to May 20, 2021

Professional Services

	Hours	Rate	Amount
Principal Engineer	6.25	149.00	931.25
Engineer #3	1.50	111.00	166.50
Technician #2	.50	95.00	47.50
Totals	8.25		1,145.25
Total Professional Services			1,145.25

Unit Billing

Mileage			43.12
Total Units			43.12

Total Project Invoice Amount \$1,188.37

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA

Invoice No. TACMN0000055
Date 5/25/2021
Due Date 7/1/2021
Customer No. WAS1801
Page 1 of 1



Bill To
 Washington IA Police Department
 Accounts Payable
 215 E Washington St.
 Washington, IA 52353
 United States

Ship To
 Washington IA Police Department
 215 E Washington St.
 Washington, IA 52353
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
		Due Upon Receipt	HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
NOTE	Annual TAC10 Maintenance Renewal	1.00	0.00	0.00
	CANCELLATION POLICY (revised Feb 2021): Cancellations and changes must be received 30 days PRIOR to the start of the maintenance term. Any notices received after will require a 3 month minimum term. Email: AR@GlobalSoftwareCorp.com We appreciate your business!			
TAC-RMS	RMS (billed 55% Sheriff, 45% Police): July 2021 to June 2022	1.00	4,218.00	4,218.00
TAC-MOBILE	Mobile (billed 55% Sheriff, 45% Police): July 2021 to June 2022	1.00	2,089.00	2,089.00
TAC-RMS	Evidence (billed 55% Sheriff, 45% Police): July 2021 to June 2022	1.00	540.00	540.00
TAC-CAD	Admin (billed 55% Sheriff, 45% Police): July 2021 to June 2022	1.00	619.00	619.00
TAC-RMS-INT	Interfaces (billed 55% Sheriff, 45% Police): July 2021 to June 2022	1.00	380.00	380.00
TAC-MOBILE	2014 Mobile Add-on (billed 55% Sheriff, 45% Police): July 2021 to June 2022	1.00	23.00	23.00
TAC-MOBILE	Mobile Officer Daily Log Client (100% Police Dept); Prorated: October 2021 to June 2022	1.00	213.00	213.00

Subtotal	8,082.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	8,082.00

Remit To:
 TAC10
 PO BOX 74008484
 Chicago, IL 60674-8484

Invoice Questions? Please Call 888-847-7747 ext. 2525 or email ar@globalsoftwarecorp.com

Tax Exempt? Please send your exemption certificate to the address above



Annual Software Support Includes: Unlimited telephone and email support (M-F, 8:00am to 5:00pm EST, excluding holidays), Internet Support, Remote Support & Product Updates.

Thank you for your business!

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Walmart Inc. dba: Walmart 1475
Physical Location Address 2485 Highway 92 City Washington ZIP 52353
Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500
Business Phone Number 319-653-7213

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.
Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500
Phone Number 479.204.2486 Fax Number 479.204-9864 Email complic@wal-mart.com

Retail Information:

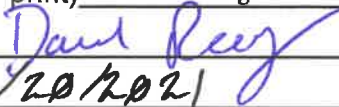
Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) David Reading Name (please print) _____
Signature  Signature _____
Date 5/20/2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 554

Physical Location Address 301 North Marion Avenue City WASHINGTON ZIP 52353

Mailing Address 301 North Marion Avenue City WASHINGTON State IA ZIP 52353

Business Phone Number 319 653-5064

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

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

Mailing Address PO Box 70 City Boone State IA ZIP 50036

Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

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

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

Name (please print) Garrett S Piklapp

Name (please print) _____

Signature 
Garrett S. Piklapp (May 7, 2021 11:01:00 EDT)

Signature _____

Date 05/07/21

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA-CASEY'S #1624

Physical Location Address 1002 W MADISON ST City WASHINGTON ZIP 52353

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3198639040

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

Has vending machine that assembles cigarettes Other

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

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

Name (please print) JULIA L. JACKOWSKI CASEY'S MARKETING SECRETARY

Name (please print) _____

Signature *Julia L. Jackowski*

Signature _____

Date 4/20/2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA-CASEY'S #3528

Physical Location Address 1730 E WASHINGTON ST City WASHINGTON ZIP 52353

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3196537437

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

Has vending machine that assembles cigarettes Other

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

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

Name (please print) JULIA L. JACKOWSKI CASEY'S MARKETING SECRETARY

Name (please print) _____

Signature *Julia L. Jackowski*

Signature _____

Date 4/20/2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Fill in the amount paid for the permit: _____

Fill in the date the permit was approved by the council or board: _____

Fill in the permit number issued by the city/county: _____

Fill in the name of the city or county issuing the permit: _____

• New Renewal

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

Email: iapledge@iowaabd.com

Fax: 515-281-7375

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



Jaron P. Rosien, Mayor
Brent Hinson, City Administrator
Sally Hart, City Clerk
Kevin Olson, City Attorney

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

NOTIFICATION FORM -

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **Corner Stop**

Business Address: **100 East Madison Street**

Application #: **127852**

Type of License: New: Renewal: **X**

Beer/Wine Permit: **Class B Wine Permit; Class C Beer Permit**

Liquor License: **Class E Liquor License (LE)**

Cigarette License:

Dance Permit:

Sunday Sales:

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **June 1, 2021**

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

Police Chief sign off  . Date 5-13-2021

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ . Date _____

Now After 1

THE CITY OF WASHINGTON
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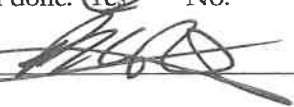
- Beer/Wine Permit: **Class B Wine Permit; Class C Beer Permit**
- Liquor License: **Class E Liquor License (LE)**
- Cigarette License:
- Dance Permit:
- Sunday Sales:
- Living Quarters:
- Outdoor Service Area:
- Catering Privilege:

Date of Council Meeting: **June 1, 2021**

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

Police Chief sign off _____ Date _____

Fire: fire inspection done: **Yes** No:

Fire Chief sign off  _____ Date **5/24/21**

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NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **Casey's General Store #3528**

Business Address: **1730 E. Washington St.**

Application #: **139295**

Type of License: New: Renewal: **X**

Beer/Wine Permit: **Class B Wine Permit; Class C Beer Permit**

Liquor License: **Class E Liquor License (LE)**

Cigarette License:

Dance Permit:

Sunday Sales: **X**

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **June 1, 2021**

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

Police Chief sign off  . Date 5-13-2021

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ . Date _____

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LIQUOR/BEER/CIGARETTE/DANCE
LICENSE RENEWALS

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Business Address: **1730 E. Washington St.**

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Beer/Wine Permit: **Class B Wine Permit; Class C Beer Permit**

Liquor License: **Class E Liquor License (LE)**

Cigarette License:

Dance Permit:

Sunday Sales: **X**

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **June 1, 2021**

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

Police Chief sign off _____ Date _____

Fire: fire inspection done Yes: No:

Fire Chief sign off  _____ Date **5-28-21**

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

Business Name: **Casey's General Store #1624**

Business Address: **1002 West Madison**

Application #: **138277**

Type of License: New: Renewal: **X**

Beer/Wine Permit: **Class B Wine Permit; Class B Native Wine Permit; Class C Beer Permit**

Liquor License: **Class E Liquor License (LE)**

Cigarette License:

Dance Permit:

Sunday Sales: **X**

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **June 1, 2021**

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

Police Chief sign off  Date 5-13-2021

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ Date _____

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LIQUOR/BEER/CIGARETTE/DANCE

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Beer/Wine Permit: **Class B Wine Permit; Class B Native Wine Permit; Class C Beer Permit**

Liquor License: **Class E Liquor License (LE)**

Cigarette License:

Dance Permit:

Sunday Sales: **X**

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **June 1, 2021**

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

Police Chief sign off _____, Date _____

Fire: fire inspection done: **Yes** No:

Fire Chief sign off , Date **5-28-21**

MAINTENANCE & CONSTRUCTION DEPT. REPORT

5-15-21/5-28-21

STREETS: Personnel continued tree trimming throughout the City and beginning in alley ways. Personnel changed a Yield sign to a Stop sign located at South 6th Ave-Circle Drive, and also installed 6 Handicap signs and posts in the Wellness Park parking lot. Crews installed a 48 ft guard rail on the east side of E Ave (Wellness Park Rd). Personnel mowed along shoulders and mowed/trimmed around all the fire hydrants in the outskirts of town. Personnel installed a 60 ft dual walled plastic culvert on South Ave E south of Lincoln St.

WATER DISTRIBUTION: Personnel had 12 water shut offs for nonpayment. Personnel attended meetings on several water main

SEWER COLLECTION: Personnel jetted a sanitary line between South 4th Ave-South 3rd Ave on East Van Buren St. Televised sanitary sewer on East Washington to locate 1114 East Washington sewer service tap.

STORM SEWER COLLECTION: Personnel televised the storm line on East Adams St from South 9th Ave to 200 ft east of South 12th Ave for a future water main project in the area.

MECHANIC/SHOP: Personnel serviced PD 307 (replaced brake pads, rotors and torqued wheels, online auction selling equipment (so far has sold 1 dump truck #115 for \$6,600), started on WWTP tractor, PD 009, Sweeper broom (issue surging broom causing it to bounce; diagnosis) and Backhoe (cleared code light).

OTHER: Personnel responded to 71 One Call Locates. Yard waste route continued. Personnel hauled numerous loads of granite rock to the shop area. Personnel also hauled numerous loads of 1 inch road stone to a stock pile in the Wellness Park parking lot to use on the east shoulder of E Ave for extra parking.

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

**WWTP report
June 1st, 2021
Council meeting**

- **After hour alarm and dog call outs –**
No after hour call outs at this time.
- **Dept Head meetings –**I attended the meetings on May 18th , 25th
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
- **Mowing at WWTP-** Mowing a lot trying to keep up between the rains and being short a person. Our tractor is currently down with a bad transmission seal so some of the tractor mowing will be a little later than usual.
- **New Hire-**We are happy to welcome Dylan Henkel to our team starting June 3rd
- **Annual Toxicity Test-**We collected a 24 hour composite sample for our annual toxicity test of effluent water to be tested at the state hygienic laboratory in Ankeny Iowa.
- **SBR Blower #4-**We got the blower back and started to install and found we were missing a hose fitting. We are currently waiting on the shop that did the work for the fitting.
- **Time Off-**I will be off June 1st through the 4th

**Jason Whisler
5/27/2021 11:00 A.M.**

**CITY OF WASHINGTON
CLAIMS REPORT
JUNE 1, 2021**

POLICE	GALLS LLC	REPLACEMENT BODY ARMOUR	1,747.40
	ACE ELECTRIC. INC	GENERATOR MAINTENANCE	102.81
	ALLIANT ENERGY	ALLIANT ENERGY	499.04
	ALTENHOFEN, SHAMUS	LAB TRAINING EXPENSE REIMB	98.95
	CARRIER ACCESS IT, LC	VPN SWITCHOVER	262.50
	COMFORT INN & SUITES	DLE- K-9 TRAINING	364.00
	MARCO, INC.	COPIER LEASE	393.86
	OMG NATIONAL	STICKERS	184.77
	QUILL	SUPPLIES	56.76
	VISA-TCM BANK, N.A.	LEIN SCHOOL LODGING/MEALS/FUEL	712.67
		TOTAL	4,422.76
	FIRE	ALLIANT ENERGY	ALLIANT ENERGY
ACE ELECTRIC. INC		GENERATOR MAINTENANCE	231.32
CINTAS CORP LOC. 342		TOWEL SERVICE	100.06
MINCER FORD		VEHICLE REPAIR	683.35
RACOM CORPORATION		RADIO SUPPLIES	765.20
SUMMIT COMPANIES		SEMI-ANNUAL INSPECTION	209.00
VISA-TCM BANK, N.A.		LODGING	139.93
		TOTAL	3,251.70
EMS	KIRKWOOD COMMUNITY COLLEGE	TRAINING	1,580.00
		TOTAL	1,580.00
ANIMAL CONTROL	JOHN DEERE FINANCIAL	DOG FOOD & SUPPLIES	51.32
		TOTAL	51.32
LIBRARY	ALBERT, KIRK	MILEAGE REIMBURSEMENT	83.44
	BLACKSTONE PUBLISHING	LIBRARY MATERIALS	38.95
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	42.68
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	672.80
	CINTAS CORP LOC. 342	RUG SERVICE	64.98
	PRARIE LIGHTS	LIBRARY MATERIALS	11.96
	STAPLES BUSINESS ADVANTAGE	PRINTING SUPPLIES	500.64
	VALENTINE, TAMMY	MILEAGE REIMBURSEMENT	6.72
	VISA-TCM BANK, N.A.	POSTAGE, BOOKS & SUPPLIES	100.94
	WCDC INC	WINDOW WASHING	30.00
		TOTAL	1,553.11
	PARKS	ALLIANT ENERGY	ALLIANT ENERGY
ARNOLD MOTOR SUPPLY		OIL	45.48
CERTIFIED LABORATORIES		SUPPLIES	341.35
HAWKEYE FIRE & SAFETY		TRUCK FIRE EXTINGUISHER	54.50
JOHN DEERE FINANCIAL		WATER TANK	254.70
PACHA, NICK		BOOT REIMBURSEMENT	100.00
STOUT COMPANIES		STARTER FERTILIZER	1,360.00
ULINE		SOAP FOR DISPENSERS/TABLES/JACK	3,758.62
		TOTAL	6,833.37
CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	144.34
	CERTIFIED LABORATORIES	BRAKE/CARB CLEANER	150.00
	STRANSKY, JIM	CHAIN SAW PARTS	337.50
	VISA-TCM BANK, N.A.	FLOOR JACK	179.99

811.83

FINANCIAL ADMIN	ACE ELECTRIC. INC ALLIANT ENERGY BROWN, KELSEY CINTAS CORP LOC. 342 DE LAGE LANDEN FINANCIAL SERVICES INC IMPRESSIONS COMPUTERS, INC J & S ELECTRONIC BUSINESS SYSTEMS, INC ROSIEN, JARON VISA-TCM BANK, N.A.	GENERATOR MAINTENANCE ALLIANT ENERGY REIMBURSEMENT RUG SERVICE COPIER LEASE AGREEMENT COMPUTER MAINTENANCE COPIER MAINTENANCE & COPI MILEAGE REIMBURSEMENT FLOWERS & SHRUB/ZOOM TOTAL	179.92 873.32 55.96 42.79 154.98 220.00 303.00 27.44 154.35 2,011.76
AIRPORT	ALLIANT ENERGY VISA-TCM BANK, N.A.	ALLIANT ENERGY BULBS & HAND DRYERS FOR AI TOTAL	663.90 1,533.92 2,197.82
ROAD USE	EASTERN IOWA CHIROPRACTIC	PRE-EMPLOYMENT PHYSICAL TOTAL	165.00 165.00
STREET LIGHTING	ALLIANT ENERGY ELECTRICAL ENGINEERING & EQUIPMENT CO NEUMILLER ELECTRIC, INC.	ALLIANT ENERGY LIGHT VEHICLE DETECTION LOOPS TOTAL	311.50 515.00 678.08 1,504.58
HOUSING REHAB	DOUBLE K ENTERPRISES	HOUSING REHAB-615 E WASHIN TOTAL	15,000.00 15,000.00
CAPITAL PROJECTS	KCTC TEAM SERVICES, INC. ULINE WOOD DUCK TREE FARMS	MAYOR PHONE REPLACEMENT N 4TH AVE IMPROVEMENT, TES BABY CHANGING TABLE/TABLES TREES-WELLNESS PARK TOTAL	280.56 451.29 847.80 4,580.00 6,159.65
TREE REMOVAL & REP	SMITH, RODNEY	WINDOW REPAIR FROM TREE & TOTAL	216.42 216.42
TREE COMMITTEE	39TH PARALLEL FORREST KEELING NURSERY IGRAPHIX, INC IOWA CITY LANDSCAPING KELLY TREE FARM	FRUIT TREES TREES LAMINATION - TREE COMMITTEE TREE TREES TOTAL	278.50 1,578.00 90.00 198.00 825.00 2,969.50
K-9 PROGRAM	JOHN DEERE FINANCIAL	K9 DOG FOOD TOTAL	46.99 46.99
LIBRARY GIFT	BLACKSTONE PUBLISHING ILLINOIS LIBRARY ASSOCIATION	LIBRARY MATERIALS PROGRAMMING/SUMMER READING TOTAL	100.83 111.66 212.49
WATER PLANT	ALLIANT ENERGY MUNICIPAL SUPPLY INC POSTMASTER	ALLIANT ENERGY METER COUPLINGS BULK MAILING WATER BILLS	4,236.69 1,656.00 832.12

MISCELLANEOUS V SCHECHINGER INSURANC	WATER DEPOSIT REFUND	123.68
SMITH, KARISSA	WATER DEPOSIT REFUND	44.00
WAGNER, RORY	WATER DEPOSIT REFUND	35.49
FENN, KAREN	WATER DEPOSIT REFUND	566.40
CHINCHILLA-CAST, CAR	WATER DEPOSIT REFUND	114.93
HULME, DUSTIN	WATER DEPOSIT REFUND	6.02
KOEHLER, LUCAS	WATER DEPOSIT REFUND	39.23
KNERR, JESSE	WATER DEPOSIT REFUND	100.24
MC CARTY, SHAWN	WATER DEPOSIT REFUND	35.88
YOUNGQUIST, HOLLY	WATER DEPOSIT REFUND	31.01
ELECTRIC PUMP	PUMP MAINTENANCE	2,181.94
STREFF, ROSE	MILEAGE REIMBURSEMENT	5.04
VISA-TCM BANK, N.A.	RENEWAL FEES-WATER & SEWER	200.00
WATER SOLUTIONS UNLIMITED	CHEMICALS	14,878.10
AMERICAN MELT BLOWN & FILTRATION	FILTERS	796.00
	TOTAL	25,882.77

WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	45.37
	HY-VEE	MTG SUPPLIES	30.99
		TOTAL	76.36

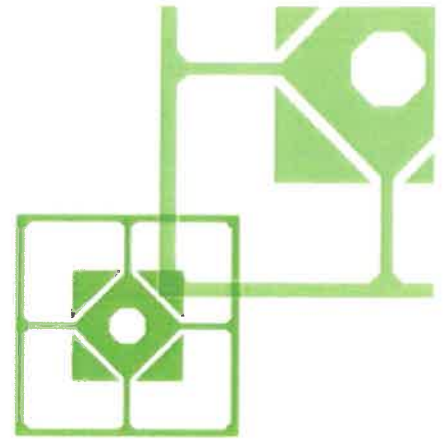
SEWER PLANT	ARNOLD MOTOR SUPPLY	SBR BLOWER BELTS	374.40
	ALLIANT ENERGY	ALLIANT ENERGY	12,402.18
	ATCO INTERNATIONAL	BUG SPRAY	138.98
	DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	66.82
	ELECTRICAL ENGINEERING & EQUIPMENT CO	GENERATOR SERVICE	3,215.00
	IGRAPHIX, INC	H2S METER SHIPPING	99.77
	IOWA PUMP WORKS INC	PUMP REPAIR	2,367.50
	JOHN DEERE FINANCIAL	SUSPENSION FOR MOWER/BLADES	464.06
	SINCLAIR TRACTOR	MOWER	6,500.00
	TESTAMERICA LABORATORIES INC	TESTING	1,509.90
	TIFCO INDUSTRIES	TUBING FOR LAB	35.71
	USA BLUEBOOK	TESTING SUPPLIES	687.17
		TOTAL	27,861.49

SEWER COLLECTION	ARNOLD MOTOR SUPPLY	ENGINE OIL	28.18
		TOTAL	28.18

SANITATION	WASH CO HUMANE SOCIETY	MAY COLLECTION HUMANE SOCI	338.00
		TOTAL	338.00

TOTAL **103,175.10**

205 W. Main Street Washington, Iowa 52353
319-653-3918 | 888-833-3529 | sarah@washingtioniowa.org



2021 Board of Directors

Brent Kromrie, President
Tim Elliott, Vice President
Elaine Moore, Treasurer
Jordan Hill, Secretary
Jamie Collier
Maddie Widmer

Ex-Officio

Michelle Redlinger
Stan Stoops
Brent Hinson
Mary Audia

What we do in a nutshell?

- Historic Preservation
- Economic Development
- Business Support
- Downtown Beautification
- Design Assistance & Consultation
- Marketing
- Event Planning
- Community Organizing
- & so much more...

Business Visit Program

We'd love to know more about you & your business! Let's sit down & see how Main Street can benefit you.

May 19, 2021

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

Dear City Council,

Recently, we received the Washington Community School's calendar for the 21-22 school year & found out that the original date selected for Hocus Pocus in the Park is also Homecoming for Washington High School. With a potential parade & all the homecoming activities around town we don't want to try to compete.

After checking with Sally about any other conflicts/community events & consulting the school calendar Alisha & I would like to shift our date back one day to Saturday, October 9th.

We appreciate your consideration in this matter.

Thank you,

A handwritten signature in black ink that reads 'Sarah Grunewaldt'.

Sarah Grunewaldt
Executive Director
Main Street Washington

Accredited by:  **MAIN STREET AMERICA**
Nationally recognized
Locally powered.



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

****Requires advance City Council approval- Council meets 1st & 3rd Tuesdays at 6 PM;
Completed applications are due the Thursday previous to the meeting****

1. APPLICANT INFORMATION

Name/Event: Tai Chi in the Park

Coordinator: Washington Public Library, Tammy Valentine

Contact Number: 653-2629

Email Address: tammy.valentine@washington.lib.ia.us

2. EVENT INFORMATION

Event Description: Group Tai Chi class led by instructor

Days/Dates of Event: Friday, June 18, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) 8:30^A - 10:30^A

Event Location: Central Park

Will event require an alcohol license or require modification of an existing license? Yes No

3. REQUEST INFORMATION (Check All Applicable Items)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

Temporarily close a street for a special event (specify street, times, and indicate on map:)

Description: _____

Method of Notification for businesses/downtown residents (if applicable):

8. AGREEMENT

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

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

B. Mumford 5-20-21
 Applicant/Sponsor Signature Date

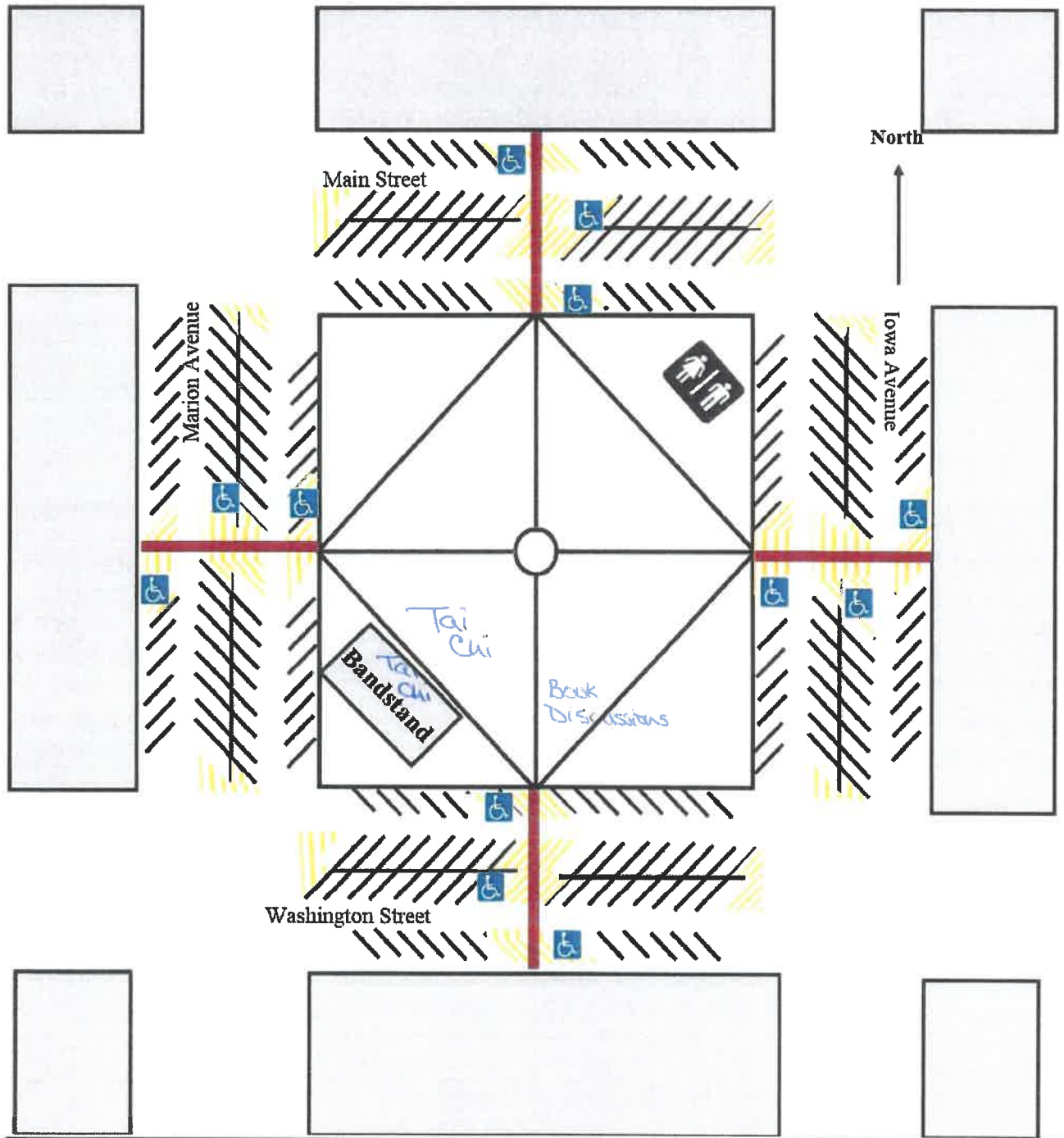
DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
_____		Comments/Restrictions:		
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk Signature _____ Date of Action _____ Approved: _____ Denied: _____
 CONDITIONS IMPOSED: _____

Downtown Map (If Area Outside Downtown, Please Attach a Map):



*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

May 25, 2021

To: Mayor & City Council
Cc: Sally Hart, City Clerk

From: Brent Hinson
City Administrator

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

Re: 2021 Sealcoat Program

Attached is the resolution on plans & specs and the list of streets for this year's program. With Council approval, we will receive bids on June 10 and Council will be in a position to award the contract (approximately \$100,000 as in past years) at the June 15 meeting.

RESOLUTION NO. _____

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, under the oversight of the City Engineer, the City Engineering Technician has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as “2021 Seal Coat Project”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 1st day of June, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

2020 Sealcoat- List of Streets

<u>Section</u>	<u>Street</u>	
1	17TH ST	MARION: IOWA
2	17TH ST	IOWA: 2ND AVE
3	17TH ST	2ND AVE: 3RD AVE
4	17TH ST	3RD AVE: 4TH AVE
5	17TH ST	4TH AVE: 5TH AVE
6	17TH ST	5TH AVE : 6TH AVE
26	14TH ST	4TH AVE: 5TH AVE
33	13TH ST	4TH AVE: 5TH AVE
39	12TH ST	2ND AVE: 3RD AVE
42	12TH ST	7TH AVE : 8TH AVE
43	11TH ST	MARION: IOWA
44	11TH ST	IOWA: 2ND AVE
59	10TH ST	MARION: IOWA
67	9TH ST	4TH AVE: 5TH AVE
71	8TH ST	DEAD END: C AVE
73	8TH ST	C AVE : B AVE
151	5TH ST	4TH AVE: 5TH AVE
186	2ND ST	H AVE : +300LF
187	2ND ST	+300LF : F AVE
208	MAIN ST	CITY LIMITS : +300LF
209	MAIN ST	+300LF : +600LF
210	MAIN ST	+600LF : +900LF
211	MAIN ST	+900LF : HWY 92
345	ADAMS ST	7TH AVE : 8TH AVE
346	ADAMS ST	8TH AVE : 9TH AVE
401	TYLER ST	B AVE : +300LF
402	TYLER ST	+300LF : IOWA AVE
518	AVE E	LINCOLN : +300LF
530	AVE D	MADISON : MONROE
531	AVE D	MONROE : ADAMS
553	AVE B	DEAD END : 8TH ST
676	3RD AVE	6TH ST : 5TH ST
735	5TH AVE	6TH ST : 5TH ST
737	6TH AVE	17TH ST : +300LF
738	6TH AVE	+300LF : 15TH ST
756	6TH AVE	MADISON : MONROE
757	6TH AVE	MONROE : +300LF
758	6TH AVE	+300LF : +600LF
759	6TH AVE	+600LF : VAN BUREN
765	7TH AVE	15TH ST : 14TH ST
766	7TH AVE	14TH ST : 13TH ST

2020 Sealcoat- List of Streets

<u>Section</u>	<u>Street</u>	
799	8TH AVE	VAN BUREN : HARRISON
822	10TH AVE	MADISON : +300LF
823	10TH AVE	+300LF : ADAMS
831	11TH AVE	MADISON : +300LF
832	11TH AVE	+300LF : ADAMS
849	12TH AVE	ADAMS : +300LF
850	12TH AVE	+300LF : VAN BUREN
861	13TH AVE	VAN BUREN : HARRISON
868	14TH AVE	ADAMS : +300LF
883	SHOP	NORTH SIDE
885	SHOP	WEST SIDE
886	STREET SHED	WEST SIDE

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

May 25, 2021

To: Mayor & City Council
Cc: Sally Hart, City Clerk

From: Brent Hinson 
City Administrator

Re: West Buchanan Hearing & Resolution on Plans & Specs

It is now time for Council to conduct a public hearing on the plans, specifications, form of contract, and estimate of cost for the project and to then consider a resolution adopting those items. The DOT will receive bids on June 15 as laid out in the resolution approved last meeting, and Council will be in the position of awarding the contract on July 6.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST
FOR WEST BUCHANAN PAVING PROJECT**

WHEREAS, Garden & Associates, Inc. has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as “2021-2022 West Buchanan Paving and Reconstruction Project”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 1st day of June, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

City of Washington
West Buchanan Budget Examination w/o RISE
3-1-21

Uses

<u>Item</u>		<u>Amount</u>
Construction Est.	\$	2,161,713.25
Contingency- 5%	\$	108,085.66
Engineering & Legal	\$	235,000.00
G&R Portion (non-STP)	\$	18,915.00
	\$	2,523,713.91

Sources

<u>Item</u>		<u>Amount</u>
SWAP Grant	\$	1,806,000.00
WCRF	\$	475,000.00
Ind Dvpt Fund	\$	250,000.00
	\$	2,531,000.00
	\$	7,286.09



/ ...formerly
DESIGN ALLIANCE

May 28, 2021

City of Washington, Iowa
215 East Washington Street
Washington, Iowa

Attn: Brent Hinson, City Administrator

Re: Washington Fire Station
Pay Application No. 17 – Final Release of Retainage

Dear Mr. Hinson,

We are enclosing (1) copy of Bushong Construction Company's Pay Application No. 17, Final Release of Retainage, period ending 05/26/21, requesting payment in the revised amount of **\$24,417.21** for the above referenced project.

The following Project closeout documents are enclosed:

- AIA G706 – Contractor's Affidavit of Payment of Debts & Claims
- AIA G706A – Contractor's Affidavit of Release of Liens
- AIA G707 – Consent of Surety to Final Payment
- Waivers and Releases from various Subcontractors

Farnsworth Group recommends final acceptance of the project. Based on the data submitted; including the Schedule of Values and the above closeout documents, we certify payment in the amount noted above. Please send payment along with a copy of the Certified Application for Payment to the Contractor, Bushong Construction Company.

This is the final payment for the project. The City of Washington shall satisfy themselves regarding any outstanding claims. Payment should be made no earlier than 31 days following formal final acceptance of the project, and if required, appearance of that acceptance in the local newspaper.

Sincerely,

FARNSWORTH GROUP, INC., formerly Design Alliance, Inc.

A handwritten signature in blue ink, appearing to read "Kristofer J. Orth".

Kristofer J. Orth, AIA,
KJO:kjo

Cc: Kelsey Brown, Finance Director - City of Washington
John Bushong, Bushong Construction Co.
Contract File

Enclosures



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Washington Fire Station 215 E. Washington St.	ARCHITECT'S PROJECT NUMBER:	OWNER <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Washington Iowa 215 E. Washington St. Washington, IA 52353	CONTRACT DATED: 8/22/2018	SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

STATE OF: Iowa
COUNTY OF: Washington

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety, may be used for this purpose.

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A™).

CONTRACTOR: *(Name and address)*
Bushong Construction Company, Inc.
704 E. Wood St., Box 696
Montezuma, IA 50171

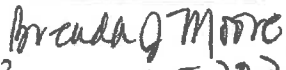
BY: 
(Signature of authorized representative)

John Bushong, Vice Pres.
(Printed name and title)

Subscribed and sworn to before me on this date:



Notary Public: Brenda Moore
My Commission Expires: 11/05/2022


11-5-2022



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Washington Fire Station 215 E. Washington St.	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction	<input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR
TO OWNER: <i>(Name and address)</i> City of Washington Iowa 215 E. Washington St. Washington, IA 52353	CONTRACT DATED: 8/22/2018	<input type="checkbox"/> SURETY <input type="checkbox"/> OTHER

STATE OF: Iowa
COUNTY OF: Washington

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Bushong Construction Company, Inc.
704 E. Wood St., Box 696
Montezuma, IA 50171

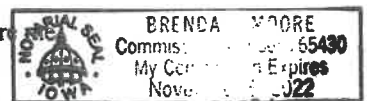
BY: 
(Signature of authorized representative)

John Bushong, Vice President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Brenda Moore

My Commission Expires: 11/05/2022



Brenda Moore
11-5-2022

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
 City of Washington
 215 E Washington Street
 Washington, IA 52353

PROJECT:
 Washington Fire Station
 Washington, IA

FROM CONTRACTOR:
 Bushong Construction Company
 704 E Wood Street
 Montezuma, IA 50171

VIA ARCHITECT:
 Design Alliance
 14225 University Avenue, Suite 110
 Waukee, IA 50263

APPLICATION NO: ~~16~~ partial retainage
 17 Final

Distribution to:
 OWNER
 CONTRACTOR
 A/R
 FILE

PERIOD TO: 5/26/2021

PROJECT NOS:

CONTRACT DATE: 8/22/2018

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,474,900.00
2. Net change by Change Orders (\$33,178.50)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,441,721.50
4. TOTAL COMPLETED & STORED TO DATE \$2,441,721.50
 (Column G on G703)
5. RETAINAGE:
 - a. % of retainage \$ -
 - b. % of Stored Material \$ -
 (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ -
6. TOTAL EARNED LESS RETAINAGE \$2,441,721.50
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,417,304.29
8. CURRENT PAYMENT DUE \$ ~~2,423,466.96~~ 24,417.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ ~~48,312.96~~ 24,417.21
 (Line 3 less Line 6)

OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$45,167.37	\$83,997.37
Total approved this Month	\$5,651.50	
TOTALS	\$50,818.87	\$83,997.37
NET CHANGES by Change Order		(\$33,178.50)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BUSHONG CONSTRUCTION COMPANY, INC.

By: John Bushong Date: 05/26/21

State of: Iowa County of: Poweshiek
 Subscribed and sworn to before me this 26th day of May, 2021
 Notary Public: Brenda J. Moore
 My Commission expires: 11/05/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the qua of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 24,417.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on t Application and on the Continuation Sheet that are changed to conform to the amount certifi ARCHITECT:

By: [Signature] Date: 05/28/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



...formerly
DESIGN ALLIANCE

May 28, 2021

City of Washington, Iowa
215 East Washington Street
Washington, Iowa

Attn: Brent Hinson, City Administrator

Re: Washington City Hall & Police Station
Pay Application No. 15 – Final Release of Retainage

Dear Mr. Hinson,

We are enclosing (1) copy of Bushong Construction Company's Pay Application No. 15, period ending 05/26/2021, requesting **Final** payment in the revised amount of **\$20,007.70** for the above referenced project.

The following Project closeout documents are enclosed:

- AIA G706 – Contractor's Affidavit of Payment of Debts & Claims
- AIA G706A – Contractor's Affidavit of Release of Liens
- AIA G707 – Consent of Surety to Final Payment
- Waivers and Releases from various Subcontractors

Farnsworth Group recommends final acceptance of the project. Based on the data submitted; including the Schedule of Values and the above closeout documents, we certify payment in the amount noted above. Please send payment along with a copy of the Certified Application for Payment to the Contractor, Bushong Construction Company.

This is the final payment for the project. The City of Washington shall satisfy themselves regarding any outstanding claims. Payment should be made no earlier than 31 days following formal final acceptance of the project, and if required, appearance of that acceptance in the local newspaper.

Sincerely,

FARNSWORTH GROUP, INC., formerly Design Alliance, Inc.

Kristofer J. Orth, AIA,
KJO:kjo

Cc: Kelsey Brown, Finance Director - City of Washington
John Bushong, Bushong Construction Co.
Contract File

Enclosures



AIA®

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Washington City Hall & P.D. 215 E. Washington St.	ARCHITECT'S PROJECT NUMBER:	<input type="checkbox"/> OWNER
	CONTRACT FOR: General Construction	<input type="checkbox"/> ARCHITECT
		<input checked="" type="checkbox"/> CONTRACTOR
TO OWNER: <i>(Name and address)</i> City of Washington Iowa 215 E. Washington St. Washington, IA 52353	CONTRACT DATED: July 23, 2019	<input type="checkbox"/> SURETY
		<input type="checkbox"/> OTHER

STATE OF: Iowa

COUNTY OF: Washington

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety, may be used for this purpose.

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A™).

CONTRACTOR: *(Name and address)*
Bushong Construction Company, Inc.
704 E. Wood St., Box 696
Montezuma, IA 50171

BY: 
(Signature of authorized representative)

John Bushong, Vice President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires



Brenda J. Moore 11-5-2022



AIA[®]

Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Washington City Hall & P.D. 215 E. Washington St.	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction	<input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR
TO OWNER: <i>(Name and address)</i> City of Washington Iowa 215 E. Washington St. Washington, IA 52353	CONTRACT DATED: July 23, 2019	<input type="checkbox"/> SURETY <input type="checkbox"/> OTHER

STATE OF: Iowa
COUNTY OF: Washington

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Bushong Construction Company, Inc.
704 E. Wood St., Box 696
Montezuma, IA 50171

BY: 
(Signature of authorized representative)

John Bushong, Vice President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

  11-5-2022

TO OWNER:
 City of Washington
 215 E Washington Street
 Washington, IA 52353

PROJECT:
 Washington City Hall & Police Station
 Washington, IA

FROM CONTRACTOR:
 Bushong Construction Company
 704 E Wood Street
 Montezuma, IA 50171

VIA ARCHITECT:
 Farnsworth Group
 14225 University Avenue, Suite 110
 Waukege, IA 50263

APPLICATION NO: 15 - Retainage

PERIOD TO: 5/26/2021

PROJECT NOS:

CONTRACT DATE: 7/23/2019

Distribution to:
 OWNER
 CONTRACTOR
 A/R
 FILE

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,909,000.00
2. Net change by Change Orders \$ ~~102,412.52~~
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ ~~2,011,412.52~~ 2,000,769.52
4. TOTAL COMPLETED & STORED TO DATE \$ ~~2,011,412.52~~ 2,000,769.52
 (Column G on G703)
5. RETAINAGE:
 a. 0 % of Completed Work \$ -
 (Column D + E on G703)
 b. 5 % of Stored Material \$ -
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or
 Total in Column I of G703) \$ ~~2,011,412.52~~
 2,000,769.52
6. TOTAL EARNED LESS RETAI..... \$ ~~2,011,412.52~~
 (Line 4 Less Line 5 Total)
 2,000,769.52
7. LESS PREVIOUS CERTIFICATES FOR
 PAYMENT (Line 6 from prior Certificate) \$ 1,980,761.81
8. CURRENT PAYMENT DUE \$ ~~36,666.71~~ 20,007.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$
 (Line 3 less Line 6)

OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$102,412.52	\$0.00
Total approved this Month		\$0.00
TOTALS	\$102,412.52	\$0.00
NET CHANGES by Change Order		\$102,412.52

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BUSHONG CONSTRUCTION COMPANY, INC.

By: *Jean Bushong* Date: 05/26/21

State of: Iowa County of: Poweshiek
 Subscribed and sworn to before me this 26th day of May, 2021
 Notary Public *Brenda J. Moore*
 My Commission Expires: 11/05/2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the payment of the Work is in accordance with the Contract Documents, and the Contractor is entitled to

AMOUNT CERTIFIED \$ 20,007.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on t Application and on the Continuation Sheet that are changed to conform to the amount certifi

ARCHITECT: *Brenda J. Moore* Date: 05/28/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Washington City Hall & Police Station 215 E. Washington Street Washington, IA 52353	CONTRACT INFORMATION: Contract For: General Construction Date: July 23, 2019	CERTIFICATE INFORMATION: Certificate Number: 002 Date: October 26, 2020
OWNER: <i>(name and address)</i> City of Washington, Iowa 215 East Washington Street Washington, Iowa 52353	ARCHITECT: <i>(name and address)</i> Farnsworth Group, formerly Design Alliance 14225 University Avenue, Suite 110 Waukee, Iowa 50263	CONTRACTOR: <i>(name and address)</i> Bushong Construction Company, Inc. 704 E. Wood Street P.O. Box 696 Montezuma, Iowa 50171

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)
Exterior, Roof and Phase 2 Interior

Farnsworth Group,
formerly Design Alliance
ARCHITECT *(Firm Name)*


SIGNATURE

Kristofer J Orth AIA
Architecture Principal
PRINTED NAME AND TITLE

October 8, 2020
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Farnsworth Group, formerly Design Alliance's Substantial Completion Exterior and Roof, dated October 22, 2020, Substantial Completion Phase 2 - Verification, dated October 22, 2020, and Modus' Punch List #2, Observed October 8, 2020.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$20,800

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner assumed responsibility for Phase 2 security, maintenance, utilities, damage to the work, and insurance, excluding any contractor damage to the work while completing the Substantial Completion items, at 5:00 P.M. on Thursday October 8, 2020.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

John
Bushong

Digitally signed by John
Bushong
Date: 2021.05.26 13:57:11

Bushong Construction
Company, Inc.

CONTRACTOR (Firm
Name)

City of Washington

OWNER (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

*Jaron P. Rosien, Mayor
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

May 27, 2021

To: Mayor & City Council
Cc: Sally Hart, City Clerk

From: Brent Hinson 
City Administrator

Re: Sidewalk Trip Hazards Program

As we prepare to proceed with notices for Zone 2 (roughly, Ward 2), we have several changes that Keith suggests based on questions and observations that came up during the repairs done in Zone 1 in 2019.

We will bring a resolution to an upcoming meeting to authorize the actual issuance of the notices; we just wanted to get the guidelines updated first.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A REVISED
SIDEWALK INSPECTION PROGRAM**

WHEREAS, in order to protect public safety and promote community walkability, the City Council recognizes the need for proactive action in regard to the public sidewalk network; and

WHEREAS, abutting property owners are responsible for maintaining sidewalks under the City of Washington Code of Ordinances (2021), Section 136.04, and the City Council may serve notice upon abutting property owners of non-complaint sidewalks under the City of Washington Code of Ordinances (2021), Section 136.05; and

WHEREAS, City staff has prepared a program for proactively providing for the repair of sidewalks.

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

Section 1. The Washington Sidewalk Inspection Program, attached as Exhibit A to this Resolution, is hereby adopted.

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

PASSED AND APPROVED this 1st day of June, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

Sidewalk Inspection Program
for
The City of Washington



Adopted: _____

Last Reviewed: _____

INTRODUCTION

In an effort to promote safety and health issues in the City of Washington Iowa a sidewalk inspection program is being implemented. The city will be divided in quadrants. Each quadrant will be visually inspected by city staff once every four (4) years. Property owners will be notified and given the option to fix the sections of sidewalk that have failed the inspection. The city will cost share this work. If the property owner chooses not to do the work, the city will contract the work and bill the property owner their portion.

Inspection Zones:

The City will be divided into quadrants. Zone one will be north of Main Street and west of 2nd Avenue. Zone two will be north of Main Street and east of 2nd Avenue. Zone three will be south of Main Street and west of Iowa Avenue switching to west of 2nd Avenue at Madison Street. Zone four will be south of Main Street and east of Iowa Avenue switching to east of 2nd Avenue at Madison Street. See Figure 1 below.

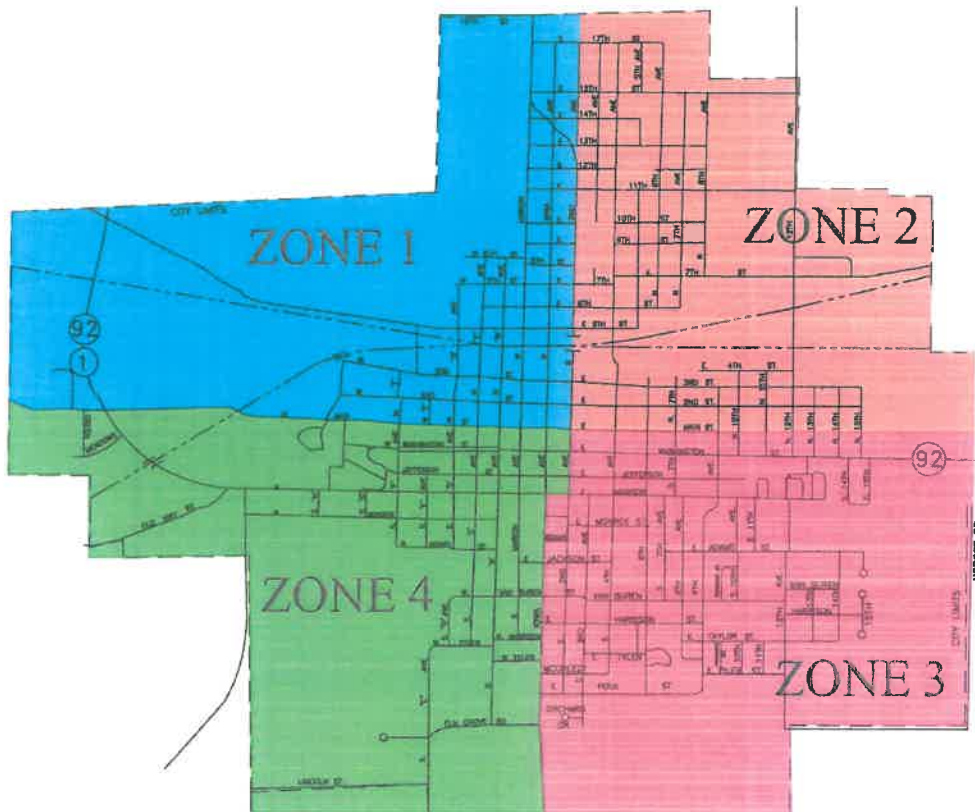


Figure 1

For a detailed breakdown of the street contained in each zone refer to the following.

- Zone 1.....Figure 2
- Zone 2.....Figure 3
- Zone 3.....Figure 4
- Zone 4.....Figure 5

Zone 1		
Street Name	Start Intersection	End Intersection
W. 18th St.	N. Marion Ave.	Hwy 92
W. 17th St.	N. 2nd Ave.	N. Marion Ave.
W. 15th St.	N. 2nd Ave.	N. Marion Ave.
W.14thSt.	N. 2nd Ave.	N. Marion Ave.
W. 13th St.	N. 2nd Ave.	Dead End West
W. 12th St.	N. 2nd Ave.	Dead End West
W. 11th St.	N. 2nd Ave.	N. Marion Ave.
W. 10th St.	N. 2nd Ave.	N. Marion Ave.
W. 9th St.	N. 2nd Ave.	N. Marion Ave.
W. 8th St.	N. 2nd Ave.	Dead End West
W. 7th St.	N. 2nd Ave.	Dead End West
W. 6th St.	N. 2nd Ave.	N. D Ave
W. 5th St.	N. 2nd Ave.	West to City Limits
W. 3rd St.	N. 2nd Ave.	Dead End West
W. 2nd St.	N. 2nd Ave.	N. H Ave
W. Main St.	N. 2nd Ave.	West to City Limits
N. Iowa Ave.	W. Main St.	W. 17th St.
N. Marion Ave.	W. Main St.	W. 17th St.
N. B Ave.	W. Main St.	Dead End North
N. C Ave.	W. Main St.	W. 8th St.
N. D Ave.	W. Main St.	W. 7th St.
Leisure Lane	W. 3rd St.	Dead End North
N. E Ave.	W. Main St.	W. 2nd St.
N. F Ave.	W. Main St.	Dead End North
N. H Ave.	W. Main St.	W. 3rd St.
Westview Drive	W. 5th St.	Hwy 92
Alegre Lane	W. Main St.	Dead End North

Figure 2

Zone 2

Street Name	Start Intersection	End Intersection
E. 17 th St.	N. 2 nd Ave.	Dead End East
E. 15 th St.	N. 2 nd Ave.	Dead End East
E.14thSt.	N. 2 nd Ave.	N. 5 th Ave.
E.14thSt.	N. 7 th Ave.	N. 8 th Ave.
E. 13 th St.	N. 2 nd Ave.	N. 8 th Ave.
E. 12 th St.	N. 2 nd Ave.	N. 4 th Ave.
E. 12 th St.	N. 6 th Ave.	N. 8 th Ave.
E. 11 th St.	N. 2 nd Ave.	Dead End East
E. 10 th St.	N. 4 th Ave.	N. 8 th Ave.
E. 9 th St.	N. 4 th Ave.	N. 8 th Ave.
E. 8 th St.	N. 2 nd Ave.	Dead End East
E. 8 th St.	N. 3 rd Ave.	N. 4 th Ave.
E. 7 th St.	N. 2 nd Ave.	East to City Limits
E. 6 th St.	N. 2 nd Ave.	Dead End East
E. 5 th St.	N. 2 nd Ave.	N. 7 th Ave.
E. 4 th St.	N. 7 th Ave.	N.13 th Ave.
E. 3 rd St.	N. 2 nd Ave.	N. 15 th Ave.
E. 2 nd St.	N. 2 nd Ave.	N. 15 th Ave.
N. 2 nd Ave.	E. Main St.	E. 17 th St.
N. 3 rd Ave.	E. 5 th St.	E. 8 th St.
N.3 rd Ave.	Dead End South	E. 17 th St.
N. 4 th Ave.	E. Main St.	E. 17 th St.
N. 5 th Ave.	E. 5 th St.	E. 11 th St.
N. 5 th Ave.	E. 13 th St.	E. 14 th St.
N. 5 th Ave.	E. 15 th St.	E. 17 th St.
N. 6 th Ave.	E. Main St.	Dead End North
N. 6 th Ave.	E. 5 th St.	Dead End North
N. 7 th Ave.	E. Main St.	Dead End North
N. 7 th Ave.	E. 5 th St.	E. 15 th St.
N. 8 th Ave.	E. 7 th St.	E. 15 th St.
N. 9 th Ave.	E. Main St.	E. 3 rd St.
N. 10 th Ave.	E. Main St.	E. 4 th St.
N. 11 th Ave.	E. Main St.	Dead End North
N. 12 th Ave.	E. Main St.	Dead End North
N. 13 th Ave.	E. Main St.	E. 4 th St.
N. 14 th Ave.	E. Main St.	Dead End North
N. 15 th Ave.	E. Main St.	Dead End North

Figure 3

Zone 3		
Street Name	Start Intersection	End Intersection

E. Main St.	S.2 nd Ave.	S 15 th Ave.
E. Washington St.	S.2 nd Ave.	East to the City Limits
E. Jefferson St.	S.2 nd Ave.	Dead End West
E. Madison St.	S.2 nd Ave.	UP Home
E. Madison St.	S. 14 th St.	S. 15 th St.
E. Monroe St.	S. Iowa Ave.	S.6 th Ave.
E, Adams St.	S. Iowa Ave.	S.2 nd Ave.
E. Adams St.	S. 7 th Ave.	S. 12 th Ave.
E. Jackson St.	S. Iowa Ave.	S. 4 th Ave.
E. Van Buren St.	S. Iowa Ave.	S. 14 th Ave.
E. Harrison St.	S. Iowa Ave.	S. 9 th St.
E. Harrison St.	S. 12 th Ave.	S. 15 th Ave.
E. Taylor St.	S. 8 th Ave.	S. 14 th Ave.
Circle Dr.	S. 6 th Ave.	E. Tyler St.
E. Tyler St.	S. Iowa Ave.	Circle Dr.
E. Tyler St.	S. 8 th Ave.	S. 12 th Ave.
McCreedy Dr.	S. Iowa Ave.	S. 4 th Ave.
E. Polk St.	S. Iowa Ave.	S. 9 th Ave.
Orchard Dr.	S. 3 rd Ave.	Orchard Circle
Orchard Circle	Orchard Dr.	Dead End West
Fillmore	S. 12 th Ave.	Airport Rd.
S. 2 nd Ave.	E. Madison St.	E. Polk St.
S. 3 rd Ave.	E. Madison St.	Dead End South
S. 4 th Ave.	E. Main St.	McCreedy Dr.
Prospect Place	E. Harrison St.	E. Tyler St.
S. 6 th Ave.	E. Main St.	E. Polk St.
S. 7 th Ave.	E. Main St.	E. Van Buren St.
S. 8 th Ave.	E. Madison St.	E. Tyler St.
S. 9 th Ave.	E. Main St.	E. Polk St.
Perdock Ct.	S. 10 th Ave.	E. Van Buren St.
Paradise Dr.	E. Taylor St.	E. Tyler St.
S. 10 th Ave.	E. Main St.	E. Washington St.
S. 10 th Ave.	E. Madison St.	E. Van Buren St.
S. 10 th Ave.	E. Taylor St.	E. Tyler St.
S. 11 th Ave.	E. Main St.	E. Washington St.
S. 11 th Ave.	E. Madison St.	Circle Dr.
S. 11 th Ave.	E. Taylor St.	E. Tyler St.
Oak Lane	Locust Lane	E. Madison St.
Locust Lane	Oak Lane	E. Madison St.
S. 12 th Ave.	E. Main St.	E. Washington St.
S. 12 th Ave.	E. Adams St.	Fillmore
S. 13 th Ave.	E. Main St.	E. Washington St.
S. 13 th Ave.	E. Van Buren St.	E. Taylor St.
S. 14 th Ave.	E. Main St.	E. Madison St.
S. 14 th Ave.	E. Adams St.	E. Taylor St.
S. 15 th Ave.	E. Main St.	E. Madison St.
S. 15 th Ave.	E. Adams St.	South to Cul-da-sac
S. 15 th Ave.	E. Harrison St.	South to Cul-da-sac
Airport Rd.	Hwy 92	South to City Limits
Wiley Ave.	Hwy 92	Wal-Mart
Zone 4		
Street Name	Start Intersection	End Intersection

W. Washington St.	S. 2 nd Ave.	W. Washington Blvd.
W. Washington Blvd.	W. Washington St.	S. H Ave.
W. Jefferson St.	S. 2 nd Ave.	Sunset Park
W. Madison St.	S. 2 nd Ave.	West to City Limits
W. Monroe St.	S. B Ave.	Hwy 1
W. Adams St.	S. B Ave.	Dead End West
W. Jackson St.	S. Iowa Ave.	S. Marion Ave.
W. Van Buren St.	S. Iowa Ave.	S. D Ave.
W. Harrison St.	S. Iowa Ave.	S. B Ave.
W. Tyler St.	S. Iowa Ave.	S. E Ave.
Sitler Dr.	S. Iowa Ave.	S. E Ave.
W. Buchanan St.	S. E Ave.	Hwy 1
W. Lincoln St.	S. Iowa Ave.	S. E Ave.
Country Club Rd.	S. Iowa Ave.	Campbell Dr.
Campbell Dr.	Country Club Rd.	Cul-da-sac
S. Iowa Ave.	W. Madison St.	South to City Limits
S. Marion Ave.	W. Main St.	W. Harrison St.
S. B Ave.	W. Main St.	Sitler Dr.
S. C Ave.	W. Main St.	W. Tyler St.
S. D Ave.	W. Main St.	W. Adams St.
S. D Ave.	W. Van Buren St.	W. Tyler St.
S. E Ave.	W. Jefferson St.	W. Adams St.
S. E Ave.	W. Tyler St.	South to City Limits
S. F Ave.	W. Main St.	W. Adams St.
S. G Ave.	W. Madison St.	W. Monroe St.
S. H Ave.	W. Main St.	Dead End South
Hwy 1	W. Madison St.	South to City Limits
250 th St.	W. Madison St.	West to City Limits
Meadows St.	W. Madison St.	Green Meadows Dr.
Green Meadows Dr.	W. Main St.	Meadows St.

Figure 4

Inspection Process:

City staff will conduct an onsite inspection of each sidewalk in the inspection zone for that fiscal year. ~~The inspection will be completed prior to November of that year.~~ The sidewalk will be evaluated on the following ~~6-7~~ criteria: Separations, Vertical Change, Broken Slabs, Ponding of Water, Deterioration, ~~and~~ Encroachment **and Isolation**. Each of these criteria are more defined as follows:

Separation (Code A):

Sidewalk panel is raised $\frac{3}{4}$ " or more from an adjacent panel, creating a vertical edge; sidewalk panel is cracked or separated by $\frac{3}{4}$ " or more in width; or sidewalk panel is separated horizontally or vertically by $\frac{3}{4}$ " or more with an adjacent paved surface.

Vertical Change (Code B):

Sidewalk panel is raised or depressed from normal grade by 2" or more within ten feet or less of sidewalk.

Broken Slabs (Code C):

Sidewalk panel is cracked into ~~more than three pieces, with one or more loose pieces.~~ **three or more pieces, or if any separated pieces are loose or missing.**

Ponding of Water (Code D):

Sidewalk panel is sloped or tilted, ponding water covering half or more of the sidewalk width.

Deterioration (Code E):

Sidewalk has 50% surface deterioration and $\frac{1}{2}$ " surface depressions.

Encroachment (Code F):

Sidewalk has objects interfering with the walking path. All four foot wide sidewalks must maintain a clear width of four feet and a clear height of seven feet. All five foot wide sidewalks must maintain a clear width of five feet and a clear height of seven feet.

Isolation (Code G):

Single sidewalk panels that have removal on both sides of the panel. This panel will also be replaced as it will float after the new panels are constructed on both sides, causing future trip hazards.

Notification Process:

If a sidewalk is inspected and found to be in compliance nothing further is done. If the sidewalk is found to be non-compliant the property owner will be notified by certified mail. **Property owner notification information will be mailed to the owner of record from the county property tax information.** The notification will include a copy of the inspection report along with information on what the property owner needs to do to rectify the property.

Repair Process:

If a sidewalk is in need of repair the property owner will have two choices:

Property Owner Repair:

The property owner will repair the sidewalk themselves or hire a contractor to perform the repairs. These repairs will need to be completed prior to July 1st of the year following the inspection. This work will require a city permit. The sidewalk installation must meet all city guidelines for construction and be inspected by the city inspector prior to pouring the new sidewalk.

City Contracted Repair:

All sidewalks identified as non-compliant that have not been repaired prior to July 1st of the year following the inspection will be repaired by a contractor chosen by the city.

Cost Sharing:

If a property owner chooses to repair the sidewalk either by themselves or by a contractor. The city will reimburse the property owner **one half the cost of the replacement up to a maximum of \$4.00** ~~\$3.00~~ per square foot for the original quantity of sidewalk that failed inspection. ~~Reimbursements will be capped at \$500 per property with sidewalk in one ROW and \$750 for properties with sidewalk in two ROW's.~~ This reimbursement will be available to the property owner **after July 1st** of the year following the inspection. If the property owner chooses to have the city contract the repairs. The city will complete the work and bill the property owner for the unit price of the work minus a credit of **one half the cost of the replacement up to a maximum of \$4.00** ~~\$3.00~~ per square foot of replaced sidewalk. The property owner will have 30 days after receiving the bill to pay. If not paid in 30 days the bill will be assessed to the property. Assessment to the property will incur additional fees. ~~Credits will be capped at \$500 per property with sidewalk in one ROW and \$750 for properties with sidewalk in two ROW's.~~

ADA Compliance:

If the sidewalk repair consists of five or more adjoining slabs or involves a curb ramp the installation of the new sidewalk must meet current ADA compliance. If this is encountered the city staff will assist the property owner in the layout of the new sidewalk. **If a ramp is involved the city will supply the truncated domes need to meet ADA compliance.**

*Jaron P. Rosien, Mayor
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

May 25, 2021

To: Mayor & City Council
Cc: Sally Y. Hart, City Clerk

From: Brent Hinson
City Administrator

Re: DOT Five-Year Maintenance Agreement

Attached is a five-year agreement with the Iowa DOT for maintenance of the state highways within the city limits. This is the standard agreement they started doing a number of years back. I would consider this routine business, and recommend approval.



**Agreement for Maintenance and Repair of
Primary Roads in Municipalities**

This Agreement made and entered into by and between the Municipality of Washington, Washington County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. **Pavement:** Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. **Traffic Services:** Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. **Drainage:** Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. **Snow and Ice Removal:** Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. **Vehicular Bridges:** Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. **Pavement:** Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. **Traffic Services:** Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. **Drainage:** Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Washington _____
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

May 25, 2021

To: Mayor & City Council
Cc: Sally Hart, City Clerk

From: Brent Hinson 
City Administrator

Re: Tennis/Pickleball Project Court Resurfacing

As discussed at the end of the last meeting, attached is a quote for asphalt repair/overlay prepared by LL Pelling. I did verify with our contact with Pelling that the quote is still good at this price. This is the major element for which we need further Council approval for this project. I have shown a City contribution of \$18,000 for the project, which could be as low as \$15,000 if we are able to get the project done without using any contingency funds. We will also need to "float" the \$10,000 Brinton Trust donation in our financials, as that was granted over 3 years. This should not be an issue at all.

PROPOSAL



Keith Lazar

Washington, IA 52353
WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

February 10, 2021

The L.L. Pelling Company proposes to do the following work: Repair major cracks and place 24" wide fabric over existing cracks to help retard reflective cracking. Clean and prepare existing tennis courts in preparation of a 3" HMA overlay. The asphalt paving procedure will consist of a 1 1/2" leveling course, an application of tack oil, and a 1 1/2" surface layer of type A surface material. Both lifts will be compacted to the proper density. After paving is complete nets and posts will be installed and new mesh will be installed on existing fence posts. A minimum of 14 days is needed after paving is complete for surface coloring and line markings.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.000	LS	\$1,980.00	\$1,980.00
20	5" Joint Repair	40.000	SY	\$87.00	\$3,480.00
30	2' Wide Petrotac	500.000	LF	\$2.25	\$1,125.00
40	3" HMA Overlay	1,400.000	SY	\$19.50	\$27,300.00
50	Acrylic Color and Lines	1.000	LS	\$14,014.00	\$14,014.00
60	Nets and Posts	2.000	EA	\$682.00	\$1,364.00
70	Remove and Replace Mesh	1.000	LS	\$9,031.00	\$9,031.00
				Bid Total:	\$58,294.00

Notes:

- 1 Final payment will be based on final measurements
- 2 Backfilling and seeding by others.
- 3 Not responsible for unstable subgrade.

Authorized
Signature

Note: This proposal may be withdrawn if not accepted within 90 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

“Committed to Excellence since 1948”

City of Washington
 Project Budget for Pickleball/Tennis Maintenance Project
 As of May 25, 2021

<u>Sources</u>	<u>Amount</u>	<u>Status</u>
Washington Iowa Betterment Foundation	\$10,000.00	Secured
Brinton Trust	\$10,000.00	Secured
Washington County Riverboat Foundation	\$5,000.00	Secured
Anonymous Donation	\$15,000.00	Secured
City (Per FY22-FY26 CIP)	\$18,000.00	Up to \$25,000
School District	\$8,000.00	Secured
Project Cost	\$66,000.00	

<u>Uses</u>		
Remove Existing Sport Court	\$0.00	In-Kind Labor by City
Asphalt Mill & Overlay	\$58,294.00	Quote Obtained
Donor Recognition & Benches	\$2,849.55	
Order 4 Modular Nets	\$1,704.00	
Contingency	\$3,142.38	
Expected Total Cost	\$65,989.93	

**City of Washington
Pickleball Courts Grant
Application
March 2021**



*Jaron P. Rosien, Mayor
Sally Y. Hart, City Clerk
Kevin Olson, City Attorney
Brent Hinson, City Administrator*



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

Memorandum

May 27, 2021

To: Mayor & City Council
Cc: Sally Y. Hart, City Clerk

From: Brent Hinson
City Administrator

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

Re: North 4th Pavement Patching

As per the Council-approved site plan, the Washington Community School District will be doing a significant project this summer to construct additional parking areas at Stewart Elementary. We have a number of adjacent areas on North 4th between East 7th and East 10th that are in need of concrete patching, and it seems like an appropriate time to get those taken care of, while the District's contractor DeLong Construction is on site and doing a significant amount of concrete work.

JJ Bell worked with Brendan DeLong to determine patch areas needed on North 4th, and the resulting quote is \$18,305. I would recommend that we expend this from Road Use Tax/Street Maintenance Expense, and we have plenty in the FY21 budget to cover the expense. We would seek to pay the District and then have them pay DeLong directly, as we are relying on their competitive bid process for the pricing.



"Our Business is Earth Moving, Our Quality is World Class"

An EEO/AA Employer

An Iowa DOT Certified DBE / WBE Contractor

1320 North 8th Avenue
 PO Box 488
 Washington, Iowa 52353

Ph: 319-653-3334
 Fx: 319-653-3351
www.delonginc.com

QUOTE

PROJECT: Concrete Street Patch Work- North 4th Avenue
 DATE: 5/18/21
 LOCATION: Washington

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	6" concrete patch @ North 4th & East 9th	37	SY	\$65.00	\$2,405.00
2	6" concrete patch @ 914 North 4th Avenue	36	SY	\$65.00	\$2,340.00
2A	Curb & Gutter (6" x 2ft)	16	LF	\$35.00	\$560.00
3	6" concrete patch @ North 4th Ave (north spot)	10	SY	\$65.00	\$650.00
4	6" concrete patch @ North 4th Ave (middle spot)	41	SY	\$65.00	\$2,665.00
5	6" concrete patch @ North 4th Ave (south spot)	12	SY	\$65.00	\$780.00
6	6" concrete patch @ 818 North 4th Ave	8	SY	\$65.00	\$520.00
7	6" concrete patch @ 812 North 4th Ave	34	SY	\$65.00	\$2,210.00
8	6" concrete patch @ 806 North 4th Ave	95	SY	\$65.00	\$6,175.00
				TOTAL BID	\$18,305.00

NOTES:

Includes removal of existing concrete, saw cutting, misc rock for grading, 6" PCC
 Measurements are an estimate provided by JJ & actual payment will be based off quantities measured in field

EXCLUSIONS:

Private utility locates. DeLong responsible for calling Iowa One Call only

DELONG CONSTRUCTION, INC.

Brendan DeLong
 Project Manager
 319.461.3796



Invested in You.
Washington State Bank
Farm Management & Trust Department

May 21, 2021

City of Washington
Attn: Brent Hinson
215 E. Washington Street
Washington, IA 52353

Re: City of Washington -- Farm Management Agreement

Dear Brent:

Following our recent phone and email conversations, enclosed please find a new, updated Farm Management Agreement for both farms the Bank is managing for the City; the fields by the Wastewater plant and the fields by the Washington Community Y. As you are aware, Nick Shelman has been custom farming the land by the Wastewater plant and upon having recent conversations with Nick, he is in agreement to also custom farm the land by the Washington Community Y.

As you will note, the enclosed Agreement reflects approximate acres as the crop has not yet been measured and certified with the Farm Service Agency.

Please review the Agreement and if everything appears to be in order, please sign one copy, in the presence of a Notary, and return it to the Bank in the enclosed envelope. The other copy is for you to keep for your records.

Thank you for your attention to these important matters and as always, should you have further questions please don't hesitate to call us at 653-3921.

Sincerely,

Larry L. Fishback
VP & Senior Trust Officer
lfishback@washsb.com

LLF:dfb

Enclosure

**FARM MANAGEMENT AGREEMENT
WASHINGTON STATE BANK
WASHINGTON, IOWA**

THIS AGREEMENT, entered into this 20th day of May, 2021, by and between the City of Washington, Iowa (Owner), and Washington State Bank, Washington, Iowa (Manager).

WHEREFORE:

(a) This Farm Management Agreement revokes all previous Farm Management Agreements between the City of Washington (Owner) and Washington State Bank (Manager).

(b) Owners are the owner of the following described farm real estate:

Farm #1397 located in Section Nineteen (19), Township Seventy five (75), Range Seven (7) West of the 5th P.M. in Washington County, Iowa

and containing approximately 74.39 acres of farmland, more or less, excluding the house and building site.

Farm #6058 located in the City of Washington County, Iowa by the newly constructed YMCA

and containing approximately 21.54 acres of farmland, more or less,

(c) Owners wish to employ Manager as Farm Manager under certain terms and provisions.

THEREFORE:

In consideration of the mutual agreements of the parties and for the consideration hereinafter stated **IT IS HEREBY AGREED:**

1. Appointment and Term. Owners hereby appoint Manager as Farm Manager of the above-described real estate for the period commencing on the 20th day of May, 2021, and ending on the 31st day of December, 2021. This agreement shall continue from year to year unless terminated by either party upon 30 days written notice.
2. Duties of Manager. Manager shall do all planning pertaining to said farm land including, but not limited to, soil conservation practices, crop plans, rotation and all other matters pertaining to the planting, cultivating, harvesting and sale of crops or collection of rent depending upon the type of lease arrangement. The Manager specifically has no duties or responsibilities pertaining to the house and building site.

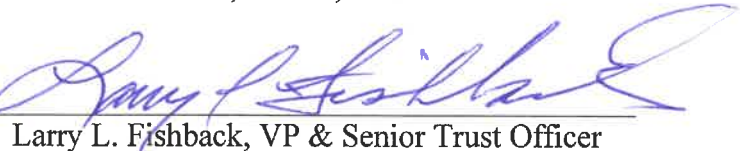
3. Improvements. After obtaining specific written consent of Owners, Manager shall have authority to make permanent improvements on said real estate such as fencing, tiling, buildings, etc.
4. Farm Program. Manager shall have the power and authority to participate in farm programs of the United States Department of Agriculture and shall have authority to execute such contracts or other documents required thereby.
5. Income and Expense. Manager shall have authority to collect income from crops and/or rent, to deposit same in the Manager's Trust Account and to make payments therefrom for insurance, repairs, property taxes and crop expense. Net income, after expenses, shall be distributed to Owners in proportion to their ownership interests from time to time as income is collected and available for distribution upon request.
6. Power of Attorney. Owners hereby appoint the Washington State Bank as Attorney-in-Fact with full power and authority to carry out all duties of this agreement regarding the real estate as described above.
7. Reports. The Manager shall make written reports to advise the Owners of the above matters from time to time but at least annually.
8. Commission. The Manager's fee for the above service shall be 8% of the gross crop income. Manager is further authorized to pay said fee from the income as collected, from time to time.

CITY OF WASHINGTON
OWNER

WASHINGTON STATE BANK
WASHINGTON, IOWA, MANAGER

Brent Hinson
City Administrator
City of Washington, Iowa

By


Larry L. Fishback, VP & Senior Trust Officer

STATE OF _____, COUNTY OF _____, ss:

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Brent Hinson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 36, FIRE DEPARTMENT

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

Section 1. Chapter 36, "Fire Department" is hereby repealed.

Section 2. A new Chapter 36, "Fire and EMS Department" is adopted as follows:

36.01 ESTABLISHMENT AND PURPOSE.

A volunteer fire and emergency medical services department is hereby established to prevent and extinguish fires and to protect lives and property against fires, to promote fire prevention and fire safety, to provide emergency pre-hospital medical aid, and to answer all emergency calls for which there is no other established agency.

(Code of Iowa, Sec. 364.16)

36.02 ORGANIZATION OF FIRE DIVISION.

The division consists of a Fire Chief, a First Assistant Chief, a Second Assistant Chief, and sufficient volunteer personnel as determined by the Chief and confirmed by the Council. The Mayor has the power and authority to appoint or remove the Fire Chief or Assistant Chiefs, subject to the consent of the majority of the Council. The Fire Chief shall serve under the general supervision of the City Administrator. The department shall have power to make such additional rules and regulations for its government not inconsistent with this chapter. In the absence of the Chief, the First Assistant Chief shall perform the duties and have all the powers of the Chief; and in the absence of both the Chief and the First Assistant Chief, the Second Assistant Chief shall perform the duties and have the powers of the Chief.

36.03 ORGANIZATION OF EMERGENCY MEDICAL SERVICES DIVISION

The Emergency Medical Services (EMS) division is subordinate to the direction of the Fire Chief and consists of an Assistant Chief-EMS appointed by the Fire Chief and sufficient volunteer personnel as determined by the Chief and confirmed by the Council. Volunteer personnel in the EMS Division need not be volunteers in the Fire Division, nor vice versa.

36.04 TRAINING.

All members of the department shall meet the minimum training standards established by the State of Iowa and attend and actively participate in regular or special training drills or programs as directed by the Fire Chief.

(Code of Iowa, Sec. 100B.2[4])

36.05 COMPENSATION.

Members of the department shall be designated by rank and receive such compensation as shall be determined by resolution of the Council.

(Code of Iowa, Sec. 372.13[4])

36.06 DUTIES OF FIRE CHIEF.

The Fire Chief shall perform all duties required of the Fire Chief by law or ordinance, including (but not limited to) the following:

(Code of Iowa, Sec. 372.13[4])

1. Enforce Laws. Enforce ordinances and laws regulating fire prevention and the investigation of the cause, origin, and circumstances of fires.
2. Technical Assistance. Upon request, give advice concerning private fire alarm systems, fire extinguishing equipment, fire escapes and exits, and development of fire emergency plans.
3. Authority at Fires. When in charge of a fire scene, direct an operation as necessary to extinguish or control a fire, perform a rescue operation, investigate the existence of a suspected or reported fire, gas leak, or other hazardous condition, or take any other action deemed necessary in the reasonable performance of the department's duties.

(Code of Iowa, Sec. 102.2)

4. Control of Scenes. Prohibit an individual, vehicle, or vessel from approaching a fire scene and remove from the scene any object, vehicle, vessel, or individual that may impede or interfere with the operation of the Fire Department.

(Code of Iowa, Sec. 102.2)

5. Authority to Barricade. When in charge of a fire scene, place or erect ropes, guards, barricades, or other obstructions across a street, alley, right-of-way, or private property near the location of the fire or emergency so as to prevent accidents or interference with the firefighting efforts of the Fire Department, to control the scene until any required investigation is complete, or to preserve evidence related to the fire or other emergency.

(Code of Iowa, Sec. 102.3)

6. Command. Be charged with the duty of maintaining the efficiency, discipline, and control of the Fire Department. The members of the Fire Department shall, at all times, be subject to the direction of the Fire Chief.

7. Property. Exercise and have full control over the disposition of all fire apparatus, tools, equipment, and other property used by or belonging to the Fire Department.

8. Notification. Whenever death, serious bodily injury, or property damage in excess of \$200,000.00 has occurred as a result of a fire, or if arson is suspected, notify the State Fire Marshal's Division immediately. For all other fires causing an estimated damage of \$50.00 or more or emergency responses by the Fire Department, file a report with the Fire Marshal's Division within 10 days following the end of the month. The report shall indicate all fire incidents occurring and state the name of the owners and occupants of the property at the time of the fire, the value of the property, the estimated total loss to the property, origin of the fire as determined by investigation, and other facts, statistics, and circumstances concerning the fire incidents.

(Code of Iowa, Sec. 100.2 & 100.3)

9. Right of Entry. Have the right, during reasonable hours, to enter any building or premises within the Fire Chief's jurisdiction for the purpose of making such investigation or inspection that under law or ordinance may be necessary to be made and that is reasonably necessary to protect the public health, safety, and welfare.

(Code of Iowa, Sec. 100.12)

10. Recommendation. Make such recommendations to owners, occupants, caretakers, or managers of buildings necessary to eliminate fire hazards.

(Code of Iowa, Sec. 100.13)

11. Assist State Fire Marshal. At the request of the State Fire Marshal, and as provided by law, aid said marshal in the performance of duties by investigating, preventing and reporting data pertaining to fires.

12. Records. Cause to be kept records of the Fire Department personnel, firefighting equipment, depreciation of all equipment and apparatus, the number of responses to alarms, their cause, and location, and an analysis of losses by value, type and location of buildings.

13. Reports. Compile and submit to the Mayor and Council an annual report of the status and activities of the department as well as such other reports as may be requested by the Mayor or Council.

36.07 OBEDIENCE TO FIRE CHIEF.

No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief.

36.08 CONSTITUTION.

The divisions of the department shall adopt constitutions and bylaws as they deem calculated to accomplish the object contemplated, and such constitution and bylaws and any change or amendment to such constitution and bylaws before being effective, must be approved by the Council.

36.09 ACCIDENTAL INJURY INSURANCE.

The Council shall contract to insure the City against liability for worker's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for volunteer firefighters and emergency medical personnel injured in the performance of their duties whether within or outside the corporate limits of the City. All volunteers shall be covered by the contract.

(Code of Iowa, Sec. 85.2, 85.61 and Sec. 410.18)

36.10 LIABILITY INSURANCE.

The Council shall contract to insure against liability of the City or members of the department for injuries, death or property damage arising out of and resulting from the performance of departmental duties within or outside the corporate limits of the City.

(Code of Iowa, Sec. 670.2 & 517A.1)

36.11 CALLS OUTSIDE DISTRICT.

The department shall answer calls to fires and other emergencies outside its service district(s) if the Fire Chief determines that such emergency exists and that such action will not endanger persons and property within the district(s).

(Code of Iowa, Sec. 364.4[2 & 3])

36.12 MUTUAL AID.

Subject to approval by resolution of the Council, the department may enter into mutual aid agreements with other legally constituted departments. Copies of any such agreements shall be filed with the Clerk.

(Code of Iowa, Sec. 364.4[2 & 3])

36.13 AUTHORITY TO CITE VIOLATIONS.

Fire officials acting under the authority of Chapter 100 of the *Code of Iowa* may issue citations in accordance to Chapter 805 of the *Code of Iowa*, for violations of State and/or local fire safety regulations.

(Code of Iowa, Sec. 100.41)

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

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

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

Passed and approved this ____ day of _____, 2021.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: May 18, 2021
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2021.

City Clerk

ORDINANCE NO. _____

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

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

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

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

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

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

Cubic Feet Used Per Month	Rate
All Usage	\$4.75 per 100 cubic feet

”

SECTION 2. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 99.01, titled, "Rates for Service", is hereby amended to read as follows by amending Section 99.01(1) and (2):

"99.01 SEWER SERVICE CHARGES REQUIRED. The monthly sewer use charge shall be in accordance with the following:

1. Non-Residential Customers.
 - A. For each water meter of every nonresidential property receiving municipal sewer service using 1,400 cubic feet or less of water, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month plus \$4.46 per 100 cubic feet of water used.
 - B. For each water meter of every nonresidential property receiving municipal sewer service using between 1,401 and 15,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$63.00 per month plus \$4.46 per 100 cubic feet of water used.
 - C. For each water meter of every nonresidential property receiving municipal sewer service using between 15,001 and 100,000 cubic feet of

water, with or without a water meter, the charge shall be an amount equal to the sum of \$126.00 per month plus \$4.46 per 100 cubic feet of water used.

D. For each water meter of every nonresidential property receiving municipal sewer service using more than 100,001 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$252.00 per month plus \$4.46 per 100 cubic feet of water used.

2. Residential Customers. For each water meter of every residential property (including multiple-family residential properties) receiving municipal sewer service, with or without a water meter, the charge shall be an amount equal to the sum of \$31.50 per month per dwelling unit plus \$4.46 per 100 cubic feet of water used.”

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

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

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

PASSED AND APPROVED by the City Council on the ____ day of _____, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

Approved on First Reading: May 18, 2021

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2021.

City Clerk