



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, November 2, 2021

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, November 2, 2021 to be approved as proposed or amended.

Consent:

1. Council Minutes October 19, 2021
2. Ahlers Cooney Attorneys, Amend No. 2 to the Unified South Central Residential Urban Renewal Plan, \$63.00
3. BW Construction, ECICOG Housing Rehab Program, 1115 E. 2nd Street, \$14,970.00
4. Garden & Associates, Water Main Extension Deao Property, \$1,099.85
5. Garden & Associates, Reconstruction of Adams Street, \$3,402.75
6. Garden & Associates, Buchanan Street Paving Project, \$4,025.08
7. Garden & Associates, Business Park Subdivision Phase 2, \$460.50
8. Garden & Associates, NLW Subdivision Phase 2, \$4,948.00
9. Department Reports

Claims and Financial Report

- Claims for November 2, 2021

SPECIAL EVENT REQUESTS

- Marion Avenue Baptist Church Live Animal Christmas Show – December 9-13

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

NEW BUSINESS

1. Discussion and Consideration of Garbage Services Contract

2. Discussion and Consideration of Resolution Awarding Bid (Wellness Park Water Main Extension Project)
3. Discussion and Consideration of Washington Water Main Improvements 2021 (Task Order No. 3424-20B.2)
4. Discussion and Consideration of a Resolution Certifying an Internal Debt and Related Promissory Note – Wellness Park
5. Discussion and Consideration of FY21 State TIF Report
6. Discussion and Consideration of a Resolution Obligating and Appropriating Urban Renewal Tax Revenue Funds for FY23
7. Discussion and Consideration of Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project (West 5th/Lexington)
8. Discussion and Consideration of Third and Final Reading of an Ordinance Amending Chapter 69.08 (No Parking Zones)

WORKSHOP

- ARPA Funding

DEPARTMENTAL REPORT

Police Department

City Attorney

Interim City Administrators

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor

Illa Earnest

Steven Gault

Elaine Moore

Danielle Pettit-Majewski

Fran Stigers

Millie Youngquist

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 10-19-2021

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, October 19, 2021, at 6:00 p.m. Mayor Rosien in the chair.

On roll call present: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist.

Motion by Gault, seconded by Pettit-Majewski, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, October 19, 2021, be approved. Motion carried.

Consent:

1. Council Minutes September 29, 2021
2. Council Minutes October 5, 2021
3. Charles Capper Ford, Inc., 2021 Ford Explorer K9 Unit, \$27,715.00
4. Charles Capper Ford, Inc., 2021 Ford Explorer, \$19,221.14
5. Coleman Construction, Concrete Work in G Hangars, \$12,500.00
6. DeLong Construction, Inc., Pay App No. 1 Bazooka Farmstar Sanitary Sewer Extension, \$113,931.35
7. ECICOG, CDBG Rehab Grant Administration, \$525.00
8. FOX Engineering, 2020 Sanitary Sewer Extension, \$2,300.00
9. FOX Engineering, Wastewater Treatment Plant, \$953.75
10. FOX Engineering, 2021 Water Main Improvements, \$1,058.25
11. IMWCA, Work Comp Premium 21-22 Installment No. 4, \$6,921.00
12. Pickens, Barnes & Abernathy, Court Reporting Fees and Deposition Transcripts, \$400.20
13. Department Reports

Motion by Pettit-Majewski, seconded by Youngquist, to approve consent items 1-12. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve consent item 13. Motion carried.

Claims for October 19, 2021 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Gault, to approve the claims for October 19, 2021. Motion carried.

Brown presented the September 2021 financial report.

Motion by Stigers, second by Gault, to approve the September 2021 financial report. Motion carried.

Motion by Pettit-Majewski, seconded by Youngquist, to approve the mayoral appointment of Shellie Krotz to the Historic Preservation Commission. Motion carried.

Presentation from the Public: Bernard Singleton asked council to address parking concerns of large vehicles in driveways and line of sight issues.

Mayor Rosien announced that now is the time for public hearing on the Wellness Park Watermain Extension.

No written or oral objections were received.

Motion by Youngquist, seconded by Pettit-Majewski, 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 Youngquist, seconded by Moore, to approve the Resolution for Wellness Park Water Main Extension Plans, Specifications, Estimate of Cost and Form of Contract. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-095)**

Mayor Rosien announced that now is the time for public hearing on the Lease Agreement with ECICOG for the Washington County Minibus.

No written or oral objections were received.

Motion by Pettit-Majewski, seconded by Youngquist, 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 Pettit-Majewski, seconded by Youngquist, to approve a Resolution for the Washington County Minibus with ECICOG Building Lease Agreement and to pay the lease in full for \$30. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-096)**

Motion by Gault, seconded by Pettit-Majewski, to approve the Water Utility Vendor Agreement with HACAP for Low-Income Household Water Assistance Program. Motion carried.

Motion by Gault, seconded by Stigers, to Change the West Buchanan Design and remove the medians of the boulevard section. Engineering Tech Keith Henkel, Engineer Jack Pope, and Maintenance and Construction Superintendent JJ Bell answered council questions on the design. Motion carried.

Motion by Earnest, seconded by Gault, to approve the Employee Health Insurance Renewal for 2022. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve a Fire Suppression Foam Agreement with Iowa Renewal Energy (IRE). Fire Chief Brendan DeLong answered council questions. Motion carried.

Motion by Youngquist, seconded by Gault, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-097)**

Motion by Gault, seconded by Pettit-Majewski, to approve a Resolution Declining to Exercise Extraterritorial Jurisdiction – Jarrad Property. Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2021-098)**

Motion by Stigers, seconded by Pettit-Majewski, to approve the Second Reading of an Ordinance Amending Chapter 69.08 (No Parking Zones). Roll call on the motion: Ayes: Earnest, Gault, Moore, Pettit-Majewski, Stigers, and Youngquist. Nays: none. Motion carried.

Departmental reports were presented.

Motion by Pettit-Majewski, seconded by Gault, that the Regular Session held at 6:00 p.m., Tuesday, October 19, 2021, is adjourned at 7:08 p.m.

Sally Y. Hart, City Clerk



AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

October 26, 2021

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #: 810785
Client #: 11307
Matter #: 63
Billing Attorney: JLC

INVOICE SUMMARY

RE: AMEND NO. 2 TO THE UNIFIED SOUTH
CENTRAL RESIDENTIAL URP

For professional services rendered and costs advanced through October 19, 2021:

Total Professional Services	\$ 63.00
Total Expenses	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 63.00

MEMORANDUM

DATE: October
TO: Sally Hart & Kelsey Brown, City of Washington
FROM: Mark Culver, Housing Specialist
RE: Contractor Payment Request

Enclosed please find the required paperwork to authorize contractor payment for the house at:

1115 E 2nd Street, Washington, IA 52353 (Dickinson)

I approve the payment request in the amount of **\$14,970.00** made out to BW Construction.

Please cut a check in the amount of \$14,970.00 to BW Construction and send it back to me.

ECICOG

Attn: Mark Culver

700 16th St NE Suite 301

Cedar Rapids, IA 52402

Thank you and as always, please let me know if you have any questions.



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

October 26, 2021
Invoice No: 42508

Project 4021249 Washington - Water Main Extension Deao Property.
Client ID# 20040

Professional Services for the Period: September 17, 2021 to October 21, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	3.00	152.00	456.00	
Technician #2	.25	97.00	24.25	
Technician #5	4.75	74.00	351.50	
Totals	8.00		831.75	
Total Professional Services				831.75

Reimbursable Expenses

Filing Fee				
10/7/2021	IDNR		219.50	
Total Reimbursables			219.50	219.50

Unit Billing

Copies-Specs.			48.60	
Total Units			48.60	48.60

Total Project Invoice Amount \$1,099.85

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JACK POPE, PE



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INVOICE

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

October 26, 2021
Invoice No: 42509

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

Professional Services for the Period: September 17, 2021 to October 21, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	13.00	152.00	1,976.00	
Surveyor 1	.50	124.00	62.00	
Technician #1	8.00	113.00	904.00	
Technician #2	4.75	97.00	460.75	
Totals	26.25		3,402.75	
Total Professional Services				3,402.75
		Total Project Invoice Amount		\$3,402.75

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Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

October 26, 2021

Invoice No: 42510

Project 5020201 Washington - Buchanan Street Paving Project.
Client ID# 20040

Professional Services for the Period: September 17, 2021 to October 21, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	17.50	152.00	2,660.00	
Technician #1	11.00	113.00	1,243.00	
Totals	28.50		3,903.00	
Total Professional Services				3,903.00

Unit Billing

Mileage			122.08	
Total Units			122.08	122.08

Total Project Invoice Amount \$4,025.08

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA



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

October 26, 2021
Invoice No: 42512

Project 7021157 Washington - NLW Subdivision - Phase 2
Client ID# 20040

Professional Services for the Period: September 17, 2021 to October 21, 2021

Professional Services

	Hours	Rate	Amount	
Principal Engineer	11.50	152.00	1,748.00	
Engineer #3	2.50	114.00	285.00	
Surveyor 1	3.00	124.00	372.00	
Technician #1	20.00	113.00	2,260.00	
Technician #2	1.00	97.00	97.00	
Technician #5	1.50	74.00	111.00	
Technician #6	1.25	60.00	75.00	
Totals	40.75		4,948.00	
Total Professional Services				4,948.00
		Total Project Invoice Amount		\$4,948.00

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

*City Administrator -
Jaron Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney*



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

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

**Parks Superintendent:
Nick Pacha**

October City Council Update – Parks Department

- Mowing, trimming, spraying and leaf removal of all parks properties and areas we maintain.
- Setup and cleanup for softball tournaments, soccer tournaments, events in Central Park.
- Many mower repairs
- Many softball, baseball and soccer games at the new Wellness park and N. 18th soccer fields.
- Greenfield and Redlinger baseball fields are being used for YSF and JH football practice.
- Removal of stumps at Tennis courts and dirt brought back into area. Will seed in spring and determine plantings of potential trees for shade and wind break after that.
- Fertilized ballfields, Soccer fields and Central park. Also Aerated Central park.
- Removal of 6 stumps at sunset park and dirt brought back in.
- Attended weekly Department head meetings, Park Board meeting, Wellness Park operations meeting and council meeting.
- Working on dangerous tree list to go out for bid for removal of trees we cannot take down ourselves.
- Maintenance of all equipment
- Pool is drained. Winterized bathhouse.
- Shut down all irrigation systems including, outdoor pool, Redlinger, Greenfield, and Wellness Park.
- Winterized and shut down rocket slide restroom for winter.
- Winterized drinking fountains.
- Central Park fountain is drained and winterized.
- Taking down of all hanging baskets downtown. Planted fall flowers at City hall and parks.
- New Large flower cauldron in Sunset park is filled with dirt from summer flowers.
- Bi-Weekly watering of 80+ young trees in our parks.
- Weekend planting of 60+ trees at Wellness Park along with a group of volunteers from softball, baseball, tree committee, Rotary, Kiwanis and Parks staff.
- Saturday painting of all play equipment at North Park with Noon Kiwanis volunteers.
- Staking and mulching of new trees and watering.
- Dealing with lots of vandalism at the Parks and associated repairs.
- Downtown decorative light repairs.

- Installation of 2 benches and picnic table at new area of Madison park. Flag pole and decorative light pole and pavilion to be built soon.
- Meetings with EBD and Washington lumber about Madison park pavilion. Both companies are doing wonderful donations to help with the project!
- Working with Rotary on new Shelter at the Wellness park, paid for by Rotary and David Collins memorial and City.
- Bids for electric at Wellness Park pavilion and Tennis court lights.
- Working with contractors, volunteers and Park Board on a playset planning for Wellness Park.
- Bi-weekly garbage removal around parks
- Stained and painted all of the New Dawn wood playset.
- Power washed entire main pavilion. Painted ceiling, railings and fence of pavilion.
- City Administrator interviews.

***Please note, this is a summary of work completed this month and does not include everything completed by the Department. ***

MAINTENANCE & CONSTRUCTION DEPT. REPORT

10-2-21/10-15-21

STREETS: Personnel prepared the leaf vac/trucks for the beginning of leaf season. Personnel repaired and installed a new "No Parking" sign on the southside of East 5th St in the 200 block.

WATER DISTRIBUTION: Personnel repaired 708 South Ave B water service.

SEWER COLLECTION: Personnel jetted the sanitary sewer on North 3rd Ave in the 1200 block. Crews televised that same sewer and dye tested for service flows.

STORM SEWER COLLECTION: Personnel repaired an intake located at 746 South 10th St (concrete work yet to be completed). Personnel also repaired an intake located at 903 East Harrison St. Personnel installed a storm line and an intake located on South 7th Ave between East Jefferson St and East Madison St.

MECHANIC/SHOP: Personnel serviced K-9 unit (battery test and charge), sweeper (elevator shaft, install main broom, install new dirt shoes, replaced all filters and repaired hydraulic leak on the drive motor), #117, #105 and treated bulk fuel tanks.

OTHER: Personnel continued yard waste collection. Personnel responded to 62 One Call Locates. Spoil was hauled away from the shop. Personnel hauled numerous loads of 1 inch road stone to the stockpile. Personnel set up cones for the Homecoming parade and Hocus Pocus festivities.

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

**WWTP report
November 2nd , 2021
Council meeting**

- **After hour alarm and dog call outs**
10-23-21 Dog call to 500 block of S 11th at 11:00 a.m. Dylan
10-24-21 High water alarm at WWTP 2:00p.m. Jason

- **Dept Head meetings** –I attended the meetings on Sept. 28th and Oct. 5th

- **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.

- **Tractor Mowing-**We had the big mower hooked up and mowed the lagoon fields, industrial park, wet lands, the Bell ground the city bought, and some mowing in town for the M/C and Parks dept.

- **Wet Weather-** With the wetter weather we did have some flow to the west equalization basin. We changed the plant to run 5 cycles a day from 4 and pumped what water did go to the lagoon back through the plant.

- **Dog Pound-**We made a few repairs to some of the kennels due to some damage from dogs.

- **Cold weather-**Been preparing our facilities for the upcoming winter season.

**Jason Whisler
10/28/2021 9:00 a.m.**

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
NOVEMBER 2, 2021**

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	609.91
	GALLS LLC	UNIFORMS	377.25
	JOHN DEERE FINANCIAL	K9 FOOD	98.98
	JOHNSON COUNTY REFUSE INC	N 6TH- BLDG CLEANOUT	172.10
	MARCO, INC.	COPIER PMTS	393.86
	QUILL	OFFICE SUPPLIES	103.23
	SYNNEX FINANCIAL SERVICES	LEASE PMT	604.26
	VISA-TCM BANK, N.A.	NOTARY FEE- PARTS	135.29
	WASHINGTON LUMBER	SUPPLIES FOR SHELVES	140.37
		TOTAL	2635.25
	FIRE	ALLIANT ENERGY	ALLIANT ENERGY
ARNOLD MOTOR SUPPLY		PARTS	5.33
BASCOM TRUCK & AUTOMOTIVE		TRUCK REPAIR	1726.65
FELD FIRE		FOAM	20085.00
TOYNE INC		CLAMP/SERVICE/TESTING	2288.98
	TOTAL	25478.26	
ANIMAL CONTROL	JOHN DEERE FINANCIAL	DOG FOOD	41.98
		TOTAL	41.98
DEVELOPMENT SERVICES	AMAZON CAPITAL SERVICES	BATTERY FOR GPS	35.00
	MARIE, LINDA	CLOTHING	60.00
		TOTAL	95.00
LIBRARY	BLACKSTONE PUBLISHING	AUDIO BOOKS	100.79
	DEMCO	OFFICE SUPPLIES	116.39
	KCII	PROGRAM ADVERTISING	178.42
	VALENTINE, TAMMY	HOMEBOUND PROGRAM	7.28
	VISA-TCM BANK, N.A.	PROGRAMMING AND SUPPLIES	366.29
	WOOD CONSTRUCTION, INC.	WINDOW REPLACEMENT	3660.00
		TOTAL	4429.17
PARKS	ALLIANT ENERGY	ALLIANT ENERGY	1394.86
	ARNOLD MOTOR SUPPLY	ENGINE OIL	7.47
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	DRUG SCREEN	45.00
	GRAINGER	URNINAL - ROCKET SLIDE	83.19
	JOHN DEERE FINANCIAL	SUPPLIES	727.23
	VISA-TCM BANK, N.A.	PARTS, WOOD STAIN & PADLOCKS	499.07
	WASHINGTON CO EXTENSION	APPLICATORS REGISTRATION	105.00
		TOTAL	2861.82
POOL	ACCO	POOL HEATER INSTALL	2009.75
		TOTAL	2009.75
CEMETERY	ARNOLD MOTOR SUPPLY	PARTS	530.98
	ALLIANT ENERGY	ALLIANT ENERGY	151.56
	VISA-TCM BANK, N.A.	CORDLESS PHONE , OFFICE SU	101.90
	PRODUCTIVITY PLUS	BACKHOE PARTS	352.39
	WASHINGTON DISCOUNT TIRE	REPAIR	23.15
		TOTAL	1159.98
FINANCIAL ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	1067.35
	BROWN, KELSEY	MEALS AND LODGING-CONFEREN	157.13
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	107.00
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	GOOGLE LLC	MONTHLY SERVICE	396.00
	HOLIDAY INN	LODGING FOR CONFERENCE	112.00
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIER MAINTENANCE & COPIER	595.91
	MARIE, LINDA	CLOTHING	71.00
	VISA-TCM BANK, N.A.	LODGING FOR CONF.	360.02
	WASH CHAMBER OF COMMERCE	SUMMER SPONSORSHIP	1297.05

		TOTAL	4318.44
AIRPORT	CLOUDBURST 9	INTERNET	72.09
	JAMIESON, JEAN	SEPT CLEANING	49.00
	TITAN AVIATION FUELS	FUEL	23941.04
	VISA-TCM BANK, N.A.	YOUTH CAMP SUPPLIES	289.70
		TOTAL	24351.83
ROAD USE	ALTORFER	CUTTING EDGE	887.36
	ARNOLD MOTOR SUPPLY	SWEEPER PARTS	452.13
	JOHN DEERE FINANCIAL	SUPPLIES	148.11
	MIDWEST WHEEL	LAMPS	20.60
	CHEMSEARCH FE	SUPPLIES	408.30
	DOUDS STONE LLC	ROADSTONE	543.93
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	DRUG SCREEN	45.00
	THOMPSON TRUCK AND TRAILER INC.	PARTS	280.28
	HI-LINE INC	ST SWEEPER SUPPLIES	195.45
		TOTAL	2981.16
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	285.07
	SITLER'S SUPPLIES INC.	BULBS	264.00
	MARIE ELECTRIC INC.	REPAIR	43.19
		TOTAL	592.26
CAPITAL PROJECTS	BEACON ATHLETICS	PITCH MOUND - WELLNESS PAR	1850.00
	CARROT-TOP INDUSTRIES INC.	FLAG POLE - MADISON PARK	1977.37
	UWI LLC	SIDEWALK ACCESS	1856.23
		TOTAL	5683.60
TREE REMOVAL & REP	IOWA CITY LANDSCAPING	DERECHO GRANT PROGRAM	10931.00
		TOTAL	10931.00
TREE COMMITTEE	MCCONNELL, MARDE	REIMB FOR SUPPLIES	25.47
		TOTAL	25.47
LIBRARY GIFT	VISA-TCM BANK, N.A.	PROGRAMMING AND SUPPLIES	22.90
		TOTAL	22.90
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	4239.05
	EVANS WELDING LLC	6" ELBOWS	2070.00
	HERSCH, ADAM	WATER DEPOSIT REFUND	24.45
	LEASURE, MONTE	WATER DEPOSIT REFUND	4.35
	LEPPERT, IRMA	WATER DEPOSIT REFUND	40.93
	HOBSCHEIDT, CHRISTOPHER	WATER DEPOSIT REFUND	123.98
	POSTMASTER	BULK MAILING WATER BILLS	953.75
	STREFF, ROSE	MILEAGE REIMBURSEMENT	5.60
		TOTAL	7462.11
WATER DISTRIBUTION	ACE ELECTRIC. INC	GENERATOR REPAIR	201.50
	ALLIANT ENERGY	ALLIANT ENERGY	51.96
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	24.02
	QUIGLEY, JAY	BOOT REIMBURSEMENT	95.39
	UTILITY EQUIPMENT CO	SEWER PIPE/PARTS	2869.60
	VISA-TCM BANK, N.A.	TRAINING, LODGING & MEALS	817.95
	WASHINGTON DISCOUNT TIRE	BACKHOE TIRES- NO TAX	471.90
		TOTAL	4532.32
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	20.38
	AMAZON CAPITAL SERVICES	SOIL PH PROBE	24.87
	CERTIFIED LABORATORIES	CLEANER	199.95
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	42.28
	CJ COOPER & ASSOC.	SERVICE	35.00
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	DRUG SCREEN	45.00
	JOHN DEERE FINANCIAL	RUBBER BOOTS/TRAIL CAMS	96.98
	TESTAMERICA LABORATORIES INC	CERTIFIED TESTING	2058.00

	TIFCO INDUSTRIES	REPAIR PARTS	151.06
	USA BLUEBOOK	BOOT BRUSH	60.20
	VISA-TCM BANK, N.A.	LAB & OFFICE SUPPLIES	239.49
		TOTAL	2973.21
SEWER COLLECTION	ARNOLD MOTOR SUPPLY	PARTS	292.33
	IDEAL READY MIX	INTAKE REPAIR	707.00
	IOWA ONE CALL	SERVICE	132.30
	MACQUEEN EQUIPMENT	LEAF VAC PARTS	1786.23
	MARTIN EQUIPMENT OF IA-IL	PARTS	91.74
	QUAD CITIES WINWATER	FRAMES & COVERS	6225.30
		TOTAL	9234.90
SEWER CAPITAL PROJ	TEAM SERVICES, INC.	BAZOOKA TESTING	1380.96
		TOTAL	1380.96
SANITATION	JOHNSON COUNTY REFUSE INC	FALL CLEANUP/REFUSE/RECYCLING	50599.30
	MIDWEST COMPUTER BROKERS	E-WASTE FALL CLEANUP	481.75
	WASH CO HUMANE SOCIETY	OCTOBER COLLECTIONS	331.00
	WEIKERT IRON & METAL	FALL CLEANUP- METAL DISPOS	155.00
		TOTAL	51567.05
		TOTAL	164768.42



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@washingtioniowa.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: Christmas Street - LIVE ANIMAL CHRISTMAS SHOW

Coordinator: MICHAEL GRISWOLD

Contact Number: 319-458-9360

Email Address: mikeg@marionavenuebaptist.com

2. EVENT INFORMATION

Event Description: A TENT AND RESTROOMS SET UP ON MARION AVE
RIGHT IN FRONT OF MARION AVENUE BAPTIST CHURCH

Days/Dates of Event: DECEMBER 9-13

Time(s) of Event: (Include Set Up/Tear Down Time) 8:30 AM ON 9TH / NOON ON 13TH

Event Location: IN FRONT OF MABC, SOUTH BOUND MARION WASHINGTON - JEFFERSON

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: MARION AVE. SOUTHBOUND WASHINGTON BLVD - JEFFERSON,

INCLUDING CENTER PARKING AND CURBSIDE PARKING

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

CONTACT PERSONALLY

Other Requests

_____ Temporarily park in a "No Parking" area location : _____

_____ Use of City Park (specify park : _____
Electrical Needs: _____

_____ Walk/Run (attach map of route and indicate streets to be closed)

_____ Fireworks (specify location :)

_____ Use of gators/UTV/ATV on City streets

_____ Parade (attach map of route and indicate streets to be closed)

Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

_____ Emergency "No Parking" Signs

_____ Traffic cones

_____ Picnic Tables

_____ Yield signs for crosswalks

_____ Garbage/Recycling Barrels

_____ Street Sweeping following (parades)

_____ Other (please specify :)

5. SOUND SYSTEMS Please indicate if the following will be used (verify availability with Parks Dept):

_____ Amplified Sound/Speaker System

_____ Public Address System

_____ Recorded/Live Music

_____ If so: BMI/ASCAP License obtained?

6. SANITATION Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? Yes _____ No If yes, how many? 4
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? Yes _____ No If yes, how many?)

Contact Person: MICHAEL GRISWOLD

Phone: 319-458-9360

7. INSURANCE

For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

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

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.

Michael D. Grunwald

Applicant/Sponsor Signature

OCTOBER 26, 2021

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	Sally Hart	319-653-6584	sallyhart@washingtioniowa.gov ext 131
_____	(Liquor Licenses)			
_____	Comments/Restrictions:			
<i>10-26-21</i>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
_____	Comments/Restrictions:			
<i>10-26-21</i>	Fire Chief	Brendan DeLong	^{Bud #} 319-863-3332	firedept@washingtioniowa.gov
_____	Comments/Restrictions:		653-2239	<i>Left message</i>
<i>10-26-21</i>	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

Approved: _____ Denied: _____

City Clerk Signature

Date of Action

CONDITIONS IMPOSED: _____



MARIAVE-01

KIMBERLY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lee Agency 200 Ford Ave Muscatine, IA 52761	CONTACT NAME: PHONE (A/C, No, Ext): (563) 263-9252	FAX (A/C, No): (563) 263-9282
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Grinnell Mutual Reinsurance Co		14117
INSURED Marion Avenue Baptist Church Dan Woodward, Bus Director 215 S Marion Ave Washington, IA 52353-1743	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

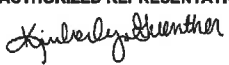
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0000797445	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0000798747	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applicable for event December 9-13, 2021

CERTIFICATE HOLDER

CANCELLATION

Marion Avenue Baptist Church 215 S Marion Ave Washington, IA 52353	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

October 28, 2021

To: Mayor & Council
CC: Kelsey Brown – Finance Director

From: Sally Y. Hart
City Clerk

Re: Johnson County Refuse Contract

Steve Smith, owner of Johnson County Refuse, has been approached and plans to sell to LRS of Iowa later this month. The attached agreement would transfer the current contract the City has with Johnson County Refuse to the new owner. The current contract ends June 30, 2024.

Steve has explained that he will still be overseeing the current service area and will be maintaining his staff, but it will be under the LRS of Iowa umbrella. Residents will not see a change in services provided and they will continue to use the same containers.

City Attorney Kevin Olson has reviewed the agreement. I recommend going forward with the attached agreement.

October 15, 2021

**City of Washington
PO Box 516
Washington, IA 52353**

Re: Assignment of Agreement for Residential Solid Waste Collection Services, dated _____, between the City of Washington, Iowa and Johnson County Refuse, Inc. (the "Agreement")

Dear Mayor and City Council:

Johnson County Refuse, Inc., an Iowa corporation (the "**Company**") intends to sell substantially all of its assets to LRS of Iowa, a Delaware limited liability company, or its affiliate (the "**Purchaser**"), pursuant to the terms and conditions of that certain Asset Purchase Agreement to be executed by and among the Purchaser, the Company and the other parties thereto (the "**Asset Purchase Agreement**"). As part of the sale to the Purchaser, the Company intends to assign the Agreement and the Company's rights and obligations thereunder to the Purchaser (the "**Assignment**").

Pursuant to the terms of the Agreement, the Company is hereby requesting that you consent to the Assignment effective as of the Closing (as such term is defined in the Asset Purchase Agreement). The Closing will occur on or around November 30, 2021 unless otherwise agreed by the parties to the Asset Purchase Agreement. If the Closing does not occur for any reason, the Assignment will have no effect and will be deemed null and void for all purposes.

Upon the Closing and after giving effect to the Assignment, the Agreement shall remain in full force and effect and the Purchaser shall assume the obligations and covenants of the Company and shall have responsibility for the performance of all of the Company's obligations and covenants thereunder after the Closing. By signing below, you hereby consent to the Assignment and agree that such Assignment does not modify, terminate, or constitute a default under the Agreement. By signing below, you also waive any and all notice or other procedural requirements set forth in the Agreement with respect to this consent and acknowledge that, to your knowledge, there are no uncured defaults, breaches or events of default by the Company in the performance of any of its obligations under the Agreement.

Delivery of an executed signature page to this letter by electronic transmission (including in Adobe PDF format) will be effective as delivery of an executed counterpart to this letter. If you have any questions concerning this letter, please contact Steve Smith at jcrcompost@southslope.net or 319-665-4498.

Sincerely,

Johnson County Refuse, Inc.

By: _____
Steve Smith, its President

Acknowledged and agreed.

this _____ day of _____, 2021:

City of Washington

By: _____
City Mayor

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

October 28, 2021

To: Mayor & Council
CC: Kelsey Brown – Finance Director

From: Sally Y. Hart
City Clerk

Re: Wellness Park Water Main Extension

Two bids were received for the Wellness Park Water Main Extension project on October 28th. Both bids came in below the engineer's estimate of \$79,075.00 and were from local companies.

The low bid for the project was received from DeLong Construction, Inc. in the amount of \$69,210.00. The second bid was from Cornerstone Excavating, Inc. in the amount of \$69,954.00.

The bids have been reviewed by engineer Jack Pope of Garden & Associates, LTD. and he recommends award of contract to DeLong Construction, Inc.

NOTICE OF AWARD

Dated November 2, 2021

TO: DeLong Construction, Inc.

ADDRESS: P.O. Box 488

Washington, IA 52353

Contract: Wellness Park Water Main Extension – 15th Street and North E Avenue – Washington, Iowa

Project: Wellness Park Water Main Extension – 15th Street and North E Avenue – Washington, Iowa

OWNER's Contract No.

You are notified that your Bid dated **October 28, 2021** for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Wellness Park Water Main Extension – 15th Street and North E Avenue – Washington, Iowa.

The Contract Price of your Contract is Sixty-nine thousand, two hundred ten dollars and no cents (\$69,210.00).

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. 3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the "Jurisdiction" three (3) fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature.]

2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Notice to Bidders and Public Hearing and General Provisions and Covenants.

3. (List other conditions precedent).

None

Failure to comply with these conditions within the time specified will entitle "Jurisdiction" to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, "Jurisdiction" will return to you one fully executed counterpart of the Contract Documents.

City of Washington, Iowa
(JURISDICTION)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated May 1, 2013 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title: 2021 Washington Water Main Improvements - Washington, Iowa

B. Description: Design, permitting, bidding, and construction administration services related to the installation of approximately an additional 3,800 LF of water main. The City of Washington has added an additional approximately 1,700 lf of water main to the project due to the project cost estimates as well as additional available funding through the ARP program. As a result of these additions, FOX Engineering has or will incur additional costs to accommodate the additional design effort necessary to incorporate these areas into the project design including additional topographic survey, boundary survey, preliminary design, final design, permitting, bidding, and construction phase services. The opinion of probable construction cost for these additional service areas is approximately \$697,000.

1. Services of Engineer - Services of Engineer for this Task Order No. 3424-20B shall be as per Exhibit A of the Master Agreement except as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit A of the Master Agreement for which modifications are hereby made*):

Part 1 -- Basic Services

A1.01 Study and Report Phase – This phase is not applicable. Not Included.

A1.02 Additional Preliminary Design Phase Services – Per Exhibit A, except as follows:

1. This item includes a topographic survey of project areas along W. Madison Street west of S. H Avenue to west of the intersection of Hwy 1. In addition, the work includes additional topographic survey from S. D Ave. to S. C Avenue. The additional survey services included locations of underground utilities as located and marked by others. In addition, the location of storm and sanitary structures with associated inverts and pipe sizes were surveyed where possible within the survey limits.
2. The engineer has completed a property boundary survey of the adjacent project area properties for the additional service area. This will include additional easement plats for acquisition of easements from property owners in the additional service areas. Easement acquisition services is not included in this work and is planned to be completed by the City of Washington. These services can be completed as additional services if requested by the Owner.
3. Engineer completed preliminary design of the water main improvements within the additional service areas that will replace the existing water mains.
4. Engineer included additional construction staging plans and traffic control plans for the additional service areas.
5. The Engineer will advise the Owner on the need for easements. Easement negotiations will be performed by others under separate contract with the Owner.
6. Engineer will provide a preliminary design phase opinion of probable project cost for the options presented.

A1.03 Additional Final Design Phase Services – Per Exhibit A, except as follows:

1. Work under this item includes the final design, plans, and specifications for the design improvements for the additional service areas as indicated in the additional preliminary design phase services.

A1.05 Additional Construction Phase Services - Per Exhibit A, except as follows:

1. RPR Services will be provided by the City of Washington and is not included as part of this task order. The Engineer can complete RPR services as an additional service if requested by the Owner. The City of Washington shall provide a markup of construction drawings to assist in the development of record drawings.
2. Engineer will provide additional construction phase staking services that includes construction staking services in the additional service areas.
3. Construction phase services included an original construction period of 5 months. The additional service areas are anticipated to add an additional 3 months to complete the work.

A1.06 Post-Construction Phase - Per Exhibit A, except as follows:

1. Engineer will prepare record drawings using the contractor furnished record drawings. The Engineer will add the contractor issued information to record information and submit three (3) paper copies and a digital pdf of the record information to the Owner.

3. Times for Rendering Services - shall be as follows:

Engineer and Owner are aware that there are factors outside the Engineer's control that may affect the Engineer's schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

Phase	Anticipated Dates for Completion
Preliminary Design Phase	Complete
Final Design Phase	January 7, 2022
Bidding or Negotiating Phase	March 1, 2022
Construction Phase	8 Months (estimated)
Post-Construction Phase	To be Determined

4. Payments to Engineer for Services and Reimbursable Expenses

Payments to Engineer shall be in accordance with Exhibit C of the Master Agreement. Specifically, Owner shall pay Engineer for services as follows:

Basic Services	Fee Basis	Amount
Additional Topographic Survey Services	Lump Sum	\$12,100
Additional Property Boundary Survey Services	Lump Sum	\$5,000
Additional Preliminary Design Phase Services	Lump Sum	\$12,640
Additional Final Design Phase Services	Lump Sum	\$25,100
Additional Construction Administration Services	Lump Sum	\$12,100
Additional Construction Staking Services	Standard Hourly Rates ¹	\$4,500

Total Lump Sum Fee: \$66,940
 Total Estimated Hourly Fee: \$4,500
Total Estimated: \$71,440

Notes:

- (1) Hourly amounts are estimated amounts and not maximums. Engineer will request written authorization from owner to continue such services should the accumulated hourly amounts charged for any given task or phase reach the estimated total amounts given above.

5. Engineer's Consultants:

The Engineer does not anticipate the need to use subconsultants for this project.

6. Other Modifications to Master Agreement:

The term of the Master Agreement is hereby extended to the completion date of the work under this Task Order if that should extend beyond the current term of the Agreement.

7. Attachments – Rate Schedule

8. Documents Incorporated By Reference – Master Agreement between Owner and Engineer for Professional Services dated May 1, 2013.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2021.

Engineer

Owner

 10/13/2021
Signature Date

Signature Date

Steven Soupir, P.E.
Name

Name

Senior Project Manager, Director
Title

Title

Authorized Representative for Task Order:

Authorized Representative for Task Order:

Steven P. Soupir, P.E.
Name

Kelsey Brown
Name

Senior Project Manager, Director
Title

Interim City Administrator
Title

414 South 17th Street, Suite 107, Ames, IA 50010
Address

215 E. Washington Street
Address

sps@foxeng.com
E-Mail Address

kbrown@washingtioniowa.gov
E-Mail Address

515-233-0000
Phone

319-653-6584
Phone

515-233-0103
Fax

319-653-5273
Fax

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

October 27, 2021

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

From: Kelsey Brown
Finance Director

Re: Internal TIF Loan

Attached is an internal promissory note for the Wellness Park TIF loan. This has already been approved in principle by previous Council actions; this is just an effort to fully document the TIF debt for the FY23 certification that will need to be done prior to December 1.

RESOLUTION NO. _____

**A RESOLUTION CERTIFYING AN INTERNAL
DEBT & RELATED PROMISSORY NOTE**

WHEREAS, the City occasionally undertakes major projects that require diverse funding sources; and

WHEREAS, to fully fund these projects, it has been useful in the past for certain City funds to loan money to other City funds, with promise of future repayment; and

WHEREAS, this Council previously approved the certification of \$292,115.02 of internal debt for the Wellness Park project against the Unified Commercial Urban Renewal Area in Resolution 2020-104; and

WHEREAS, the project has been substantially completed, additional debt of \$43,859.37 has been incurred since the last certification, and the Council wishes to allow total debt for the project in the amount of \$335,974.39 to be certified for repayment with interest by tax increment financing (TIF) funds and an internal repayment schedule established.

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

Section 1. The City Council hereby approves the attached internal promissory note in the amount of \$335,974.39, plus 3% interest.

Section 2. The City Council hereby directs that repayment occur to the appropriate City funds in the proportions depicted in the attached repayment schedule, to the greatest extent practicable.

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

PASSED AND APPROVED this 2nd day of November, 2021.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

PROMISSORY NOTE
WASHINGTON CAPITAL PROJECTS FUND 301

Loan Number: 7

Place: Washington, Iowa

Not to Exceed \$335,974.39

Date: November 2, 2021

FOR VALUE RECEIVED, the undersigned City of Washington, Unified Commercial Urban Renewal Area Fund 125 (hereinafter called "TIF Fund") promises to pay to the order of the City of Washington, Iowa Capital Projects Fund 301 (hereinafter called the "City") or its successor, a principal sum not to exceed Three Hundred Thirty-Five Thousand Nine Hundred Seventy-Four Dollars and Thirty-Nine Cents (\$335,974.39) as follows:

The balance of the loan shall be paid no later than June 30, 2036. The interest rate for the loan shall be three percent (3%) per annum for the entire period of the loan. TIF Funds shall repay the loan from TIF Revenues property tax on a variable payment schedule. The note shall be for the purpose of repayment of construction costs of the Washington Wellness Park, Phase 1.

The note shall be unsecured.

City of Washington TIF Funds

By: _____
Jaron P. Rosien, Mayor

By: _____
Sally Y. Hart, City Clerk

STATE)
)ss.
COUNTY OF WASHINGTON)

Before me, a qualified Notary Public, appeared Jaron P. Rosien and Sally Y. Hart, to me known to be the Mayor and City Clerk of the corporation and the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be the voluntary act and deed of said officers and the voluntary act and deed of said corporation.

Witness my hand and notary seal on this ____ day of _____, 2021.

Notary Public in and for the
State of Iowa

WASHINGTON TIF FUNDS

LENDER'S MEMORANDUM

By way of this memorandum, the City of Washington, Iowa, hereby offers to Washington Unified Commercial Urban Renewal Area Funds 125 (hereinafter "TIF Fund") a loan for economic development purposes. The loan shall be subject to the terms and conditions stated below; however, this memorandum shall not be construed as all inclusive, and any additional terms and conditions may be placed on the loan prior to closing. Prior to acceptance of funds, the loan applicant, TIF Fund, reserves the right to retract acceptance of the loan offer in the event terms and conditions are added subsequent to the signing of this offer which, in the opinion of the loan applicant, make the loan agreement untenable.

The terms and conditions for the proposed loan are as follows:

1. Loan Amount: Principal Not to Exceed \$335,974.39
2. Rate: 3% Interest
3. Repayment Terms: Repayment no later than June 30, 2036.

Principal and interest shall be paid from TIF Revenues property tax. Payments will be made from TIF taxes generated from development in the Unified Commercial Urban Renewal Area.

Wellness Park Internal TIF Loan

10/27/2021

<u>FISCAL YR</u>	<u>DATE</u>	<u>PYMT</u>	<u>PRINC</u>	<u>INT</u>	<u>BAL</u>
	Beginning:				335,974.39
2022	12/1/21	14,783.26	9,743.64	5,039.62	326,230.76
	6/1/22	14,783.26	9,889.80	4,893.46	316,340.96
2023	12/1/22	20,221.32	15,327.86	4,893.46	301,013.11
	6/1/23	20,221.32	15,476.21	4,745.11	285,536.90
2024	12/1/23	25,000.00	20,484.80	4,515.20	265,052.10
	6/1/24	25,000.00	20,716.95	4,283.05	244,335.15
2025	12/1/24	27,500.00	23,524.22	3,975.78	220,810.93
	6/1/25	27,500.00	23,834.97	3,665.03	196,975.96
2026	12/1/25	27,500.00	24,187.84	3,312.16	172,788.12
	6/1/26	27,500.00	24,545.36	2,954.64	148,242.76
2027	12/1/26	30,000.00	27,408.18	2,591.82	120,834.58
	6/1/27	30,000.00	27,776.36	2,223.64	93,058.22
2028	12/1/27	30,000.00	28,187.48	1,812.52	64,870.74
	6/1/28	30,000.00	28,604.13	1,395.87	36,266.61
2029	12/1/28	18,891.84	17,918.78	973.06	18,347.84
	6/1/29	18,891.84	18,347.84	544.00	-
	Totals:	387,792.81	335,974.39	51,818.42	
	Loan Terms:		<i>Repay Capital Projects Fund 301</i>		
	Stepped Principal Payments		<i>From Business Park & Dollar Tree Increments</i>		
	3.00%	Interest			
	335,974.39	Principal			

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

October 29, 2021

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

From: Kelsey Brown
Finance Director

Re: TIF State Report and County Certification

In order to collect Tax Increment Financing (TIF) revenues, the City must complete two important items this time of year, with December 1 as the deadline. The first is the State of Iowa Annual Urban Renewal (UR) Report, which is a “look back” at the fiscal year completed this past June 30. I have attached the summary page from the report, along with my own backing spreadsheet.

The second item is the Washington County TIF Debt Form for each active UR Area, which is a “look forward” to the fiscal year beginning July 1, 2022. We are largely following the same path as previous years, but I do have the following items to note:

- 1) **Downtown TIF:** We are certifying additional debt this year to pay back infrastructure costs from the infrastructure improvements we made in the Municipal Building area as part of those projects. The UR plan allows us to certify up to \$200,000 in debt for that project, and Brent had previously certified \$130,465. I am adding 54,056 to the certification this year to cover the last bit of infrastructure costs we can pay ourselves back for. We should be able to largely if not totally pay off all of these debts in FY23, and then from FY24 on, we expect this increment to be used to pay debt on the streetscape expansion project.
- 2) **Wiley’s 2nd/Dollar Tree:** This will be the second year of certification against the Dollar Tree tax increment. We anticipate to collect entirely in FY23 for utilities project for Wiley’s 2nd Addition. Then can either speed up the payback on the East Washington sidewalk (we started collecting against the EBD increment last year to pay back these costs), and/or to pay back the internal debt for the Wellness Park Phase 1 project.

- 3) SW Business Park Increment: This is our second year of certification against the Southwest Business Park increment. We are certifying additional debt of \$43,859 this year to pay back additional non-infrastructure costs for the Wellness Park. Also with this certification, I am bringing an internal promissory note in the amount of \$335,974.39 to cover this internal debt for the Wellness Park. This is much less than the anticipated amount of \$500,000 last year.

Levy Authority Summary

Local Government Name: WASHINGTON
 Local Government Number: 92G887

Active Urban Renewal Areas

	U.R. #	# of Tif Taxing Districts
WASHINGTON UNIFIED SOUTH CENTRAL RESIDENTIAL URBAN RENEWAL	92014	2
WASHINGTON DOWNTOWN COMMERCIAL URBAN RENEWAL	92018	5
WASHINGTON UNIFIED COMMERCIAL URBAN RENEWAL	92019	5

TIF Debt Outstanding: 2,119,496

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020:	96,823	96,823	Amount of 07-01-2020 Cash Balance Restricted for LMI
TIF Revenue:	375,505		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	375,505		
Rebate Expenditures:	27,933		
Non-Rebate Expenditures:	320,795		
Returned to County Treasurer:	0		
Total Expenditures:	348,728		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2021:	123,600	123,455	Amount of 06-30-2021 Cash Balance Restricted for LMI

**Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance: 1,647,168**

City of Washington
 FY2020-2021 State TIF Report
 Summary of TIF Debts by Area

TIF District	TIF Debt as of 7/1/2020	Source of Debt	Starting FB	TRF In	TIF Taxes & Misc. RV FY2020-2021	Debt Payments	Ending FB	New Debt Added FY2020-2021	TIF Debt as of 6/30/2021
125- NE Industrial Park	\$3,039.79	Infrastructure Installation	\$0.00	\$0.00	\$3,039.79	\$3,039.79	\$0.00	\$0.00	\$0.00
- Wiley's 2nd	\$0.00	Infrastructure Installation/Wellness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,951.00	\$35,951.00
- Biz Park	\$0.00	Infrastructure Installation/Wellness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$292,115.02	\$292,115.02
127- Briarwood	\$20,873.06	Project Incentives	\$0.00	\$0.00	\$20,873.06	\$20,873.06	\$0.00	\$0.00	\$0.00
129- Timber Ridge II	\$0.00	Revenue bond/infrastructure	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Timber Ridge Incr	\$457,722.80	Revenue bond/infrastructure	\$0.00	\$0.00	\$75,377.33	\$75,232.18	\$145.15	\$0.00	\$382,345.47
- Oakwood Incr	\$0.00	Infrastructure Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
131- MAHP Subdivision	\$276,300.76	Project Incentives	\$0.00	\$0.00	\$42,883.58	\$42,883.58	\$0.00	\$0.00	\$233,417.18
132- Engineered Building Design	\$657,998.59	Infrastructure Installation	\$0.00	\$0.00	\$111,749.84	\$111,749.84	\$0.00	\$0.00	\$546,248.75
133- Biodiesel									
134- Downtown									
- Unified Downtown	\$124,609.96	Slum & Blight Remediation	\$0.00	\$0.00	\$114,521.03	\$114,521.03	\$0.00	\$147,000.67	\$157,089.60
- Wash Preservation LLC	\$0.00	Bldg Improvements- Rebate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Ins on Ave Incr	\$0.00	Bldg Improvements- Rebate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Marshall's Incr	\$7,060.34	Bldg Construction- Rebate	\$0.00	\$0.00	\$7,060.34	\$7,060.34	\$0.00	\$0.00	\$0.00
146- LMI TIF Set-Aside	\$96,822.84		\$96,822.84	\$0.00	\$26,632.19	\$0.00	\$123,455.03		\$0.00
	\$1,644,428.14		\$96,822.84	\$0.00	\$402,137.16	\$375,359.82	\$123,600.18	\$475,066.69	\$1,647,167.02
w/New Debt	\$475,066.69	<i>Adj for LMI</i>			\$375,504.97	\$348,727.63			
	\$2,119,494.83		Line 2	Line 6	Line 7	Line 11	Line 12	Included in Line 1	Line 13
	Line 1								

- Line numbers in bold refer to the FY2021 State TIF Report, "Levy Authority Summary" Page

RESOLUTION NO. _____

**A RESOLUTION OBLIGATING AND APPROPRIATING
URBAN RENEWAL TAX REVENUE FUNDS FOR THE
REPAYMENT OF ELIGIBLE DEBTS FOR FISCAL YEAR 2023**

WHEREAS, the City Council, pursuant to and in strict compliance with all laws applicable to the city, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted urban renewal plans for its urban renewal areas, as listed below; and

WHEREAS, the Council has adopted ordinances providing for the division of taxes levied on taxable property and established a special fund for the deposit of such monies pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the City has scheduled Annual Payments on an annual appropriation basis for certain debts per lawfully adopted development agreements as referenced below, and it is now necessary for the City Council to authorize said funds for appropriation; and

WHEREAS, the Council wishes to certify all other eligible debts for payment in Fiscal Year 2022:

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

Section 1. The City Council hereby authorizes certification for Fiscal Year 2023 to the Washington County Auditor for the repayment of the following TIF debts:

<u>Area</u>	<u>Amount</u>
Unified Commercial <ul style="list-style-type: none">• Engineered Building Design• Biodiesel• Reserves at Briarwood• Wiley's 2nd• SW Business Park	<ul style="list-style-type: none">• 100% of incremental revenues (total debt \$194665.18)• \$112,000 (total debt \$433,998.59)• 100% of incremental revenues• \$13,641• 100% of incremental revenues (total debt \$285,238.76)
Downtown Commercial <ul style="list-style-type: none">• Unified Downtown TIF not including Marshall's Properties, LLC	<ul style="list-style-type: none">• 100% of incremental revenues (total debt \$157,089.60)

<ul style="list-style-type: none"> • Marshall’s Properties, LLC 	<ul style="list-style-type: none"> • 75% of incremental revenues
Unified South Central Residential <ul style="list-style-type: none"> • Oakwood Village 	<ul style="list-style-type: none"> • 100% of incremental revenues (total debt \$309,516.79)

Section 2. The City Council hereby obligates 75% of incremental revenues collected from Marshall’s Properties, LLC development agreement for appropriation from the Downtown Commercial Urban Renewal Tax Revenue Fund to make the Annual Payments in the fiscal year beginning July 1, 2021.

Section 3. The City Council hereby obligates 100% of incremental revenues collected from Briarwood Partners, LLC development agreement for appropriation from the Unified Commercial Urban Renewal Tax Revenue Fund to make the Annual Payments in the fiscal year beginning July 1, 2021.

Section 4. The City’s certification of the amounts obligated for appropriation in Sections 2 & 3 above, on the City’s December 1, 2020 certification of debt payable from the appropriate funds is hereby authorized and such amount shall be reflected in the City’s budget for the next succeeding fiscal year.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 2nd day of November, 2021.

Jaron P. Rosien, Mayor

ATTEST:

Sally Hart, City Clerk

*Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance Director*



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

Memorandum

October 29, 2021

To: Mayor & Council

From: Sally Y. Hart – City Clerk
Kelsey Brown – Finance Director

Re: West 5th Street/Lexington Boulevard Project

The attached Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project is part of the funding of the planned West 5th Street and Lexington Boulevard improvement project for 2022. The project is being done in partnership with Washington County as council previously approved. This agreement is part of the planned funding process.

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

Recipient: City of Washington

Project No.: STBG-SWAP-8140(613)--SG-92

Iowa DOT Agreement No.: 5-21-STBG-SWAP-020

This is an agreement between the City of Washington, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the City Engineer.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

PCC Overlay, In the city of Washington, On LEXINGTON BLVD, from North D Avenue W 1.79 miles to west of City Limits
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$849,779 for the following phases of work as stipulated by the East Central Council of Governments:

Preliminary Engineering
Construction Engineering
Right-of-Way
X Construction
Other (please specify) _____
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the East Central Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Washington, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Washington, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____

Kent L. Ellis, P.E.
Local Systems Field Engineer
Eastern Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER
69.08, "NO PARKING ZONES"

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

SECTION 1. **Add Paragraph.** A new Section 69.08, "No Parking Zones", Paragraph 97 is added as follows: "North Fourth Avenue, on the east side of the street between East Sixth Street and the Stewart School Pick-up/Drop-off driveway from 7:30 a.m. to 4:00 p.m. on school days."

SECTION 2. **Add Paragraph.** A new Section 69.08, "No Parking Zones", Paragraph 98 is added as follows: "East Seventh Street, on the north side of the street for 40 feet both east and west of the intersection with North Third Ave from 7:30 a.m. to 4:00 p.m. on school days."

SECTION 3. **Add Paragraph.** A new Section 69.08, "No Parking Zones", Paragraph 99 is added as follows: "North Third Avenue, on the west side of the street between East Sixth and East Seventh Street from 7:30 a.m. to 4:00 p.m. on school days."

SECTION 4. **Add Paragraph.** A new Section 69.08, "No Parking Zones", Paragraph 100 is added as follows: "East Seventh Street, on the south side of the street between North Second Ave and North Fourth Ave from 7:30 a.m. to 4:00 p.m. on school days."

SECTION 5. **Add Paragraph.** A new Section 69.08, "No Parking Zones", Paragraph 101 is added as follows: "East Ninth Street, on the south side of the street between North Fourth Ave and North Fifth Ave from 7:30 a.m. to 4:00 p.m. on school days."

SECTION 6. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. **Severability.** If any section, provision or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 2nd day of November, 2021.

Jaron P. Rosien, Mayor

Attest:

Sally Y. Hart, City Clerk

Approved on First Reading: October 5, 2021
Approved on Second Reading: October 19, 2021
Approved on Third & Final Reading: November 2, 2021

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

City Clerk

Jaron P. Rosien, Mayor
Sally Hart, City Clerk
Kevin Olson, City Attorney
Kelsey Brown, Finance
Director



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

Memorandum

October 14, 2021

To: Mayor and City Council
Cc: Co-Administrators Kelsey Brown and Sally Heart

From: Jason Whisler Wastewater Superintendent

Re: Parkside Lift Station

Parkside lift station is now 40 years old, when these are new they have a 20 year life expectancy. The lift station is in the Capital improvement plan for 2026 or after, with the price of around \$200,000. It is unlikely the current lift station will continue to function properly, without major repairs, for the next 5 years. With funds from the American Rescue Plan Act we could replace for approximately \$90,000 dollars including installation.

The current lift station is a Smith and Loveless model and would be replaced with a much newer and more efficient station. We currently have issues with losing prime to the pumps and burning up vacuum pumps due to loss of prime. Some changes to the discharge pipe done by our M/C dept will help this. In the new station there are many upgraded and improved components for better efficiency and easier maintenance. The current station has an old steel base plate that over the years has corroded and rusted, the replacement would have a stainless steel base plate with a 25 year warranty and a 10 year on pumps and enclosure components.

Parkside lift station currently serves the Parkside Estates, Green Meadows, and up Highway 1 north to the Kewash trail.

Thank you for consideration and please reach out with any questions.



Smith & Loveless, Inc.

14040 Santa Fe Trail Dr.
Lenexa, KS 66215-1284
Phone: (913) 888-5201
Fax: (913) 888-2173



EVERLAST™ Budget Proposal:

**EVERLAST™ Series 2000
Wet Well Mounted Pump Station
S&L Proposal #JS9658
9/10/2021**

Prepared For:

**Jason Whisler
Washington, IA**

Represented by:

**Joe Schmidt
S&L direct**



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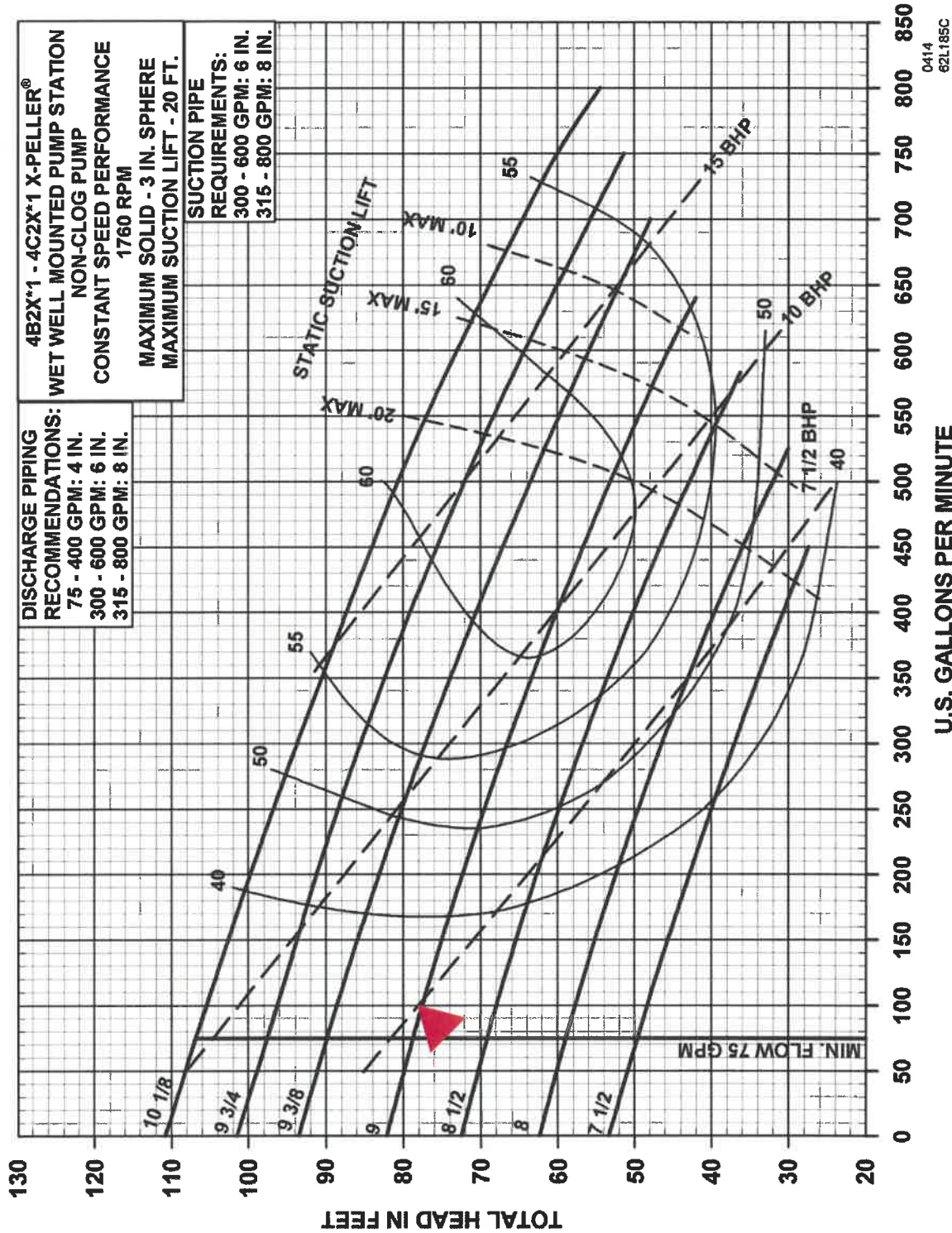
Proposal Introduction

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as “Seller”), hereby agrees to sell to the buyer designated below (hereinafter referred to as “Buyer”), the following equipment subject to all of the provisions set forth in this Sales Agreement. The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller’s behalf or bind Seller in any way.

The information contained herein is considered proprietary and confidential. It is not to be released without prior written permission from Smith & Loveless, Inc.



Pump Curve



Design Conditions: 100 GPM @ 79' TDH

PROPOSAL

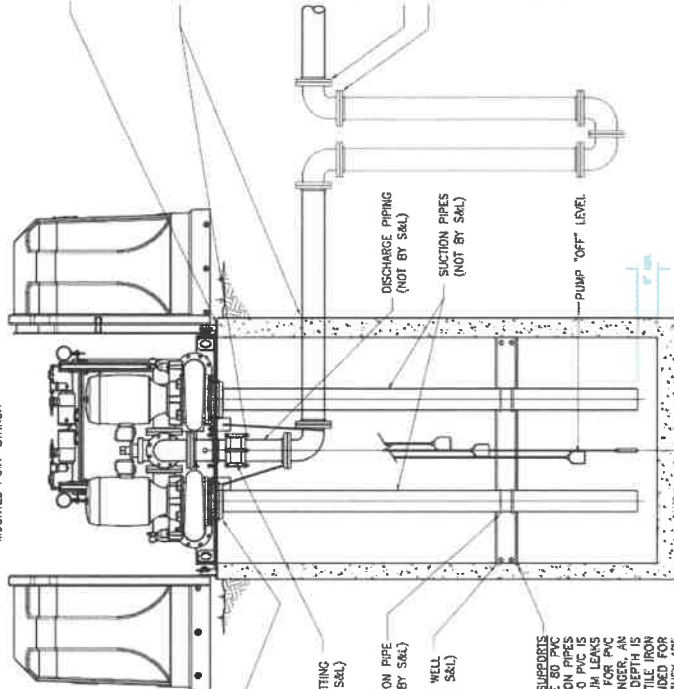


Installation Details Drawing

INSTALLATION DETAILS

EVERLAST™ 2000/4000 SERIES

TYPICAL WET WELL MOUNTED PUMP STATION



GENERAL WETWELL COMMENTS: WETWELL SHOULD BE INSTALLED SO THE TOP REMAINS AS LEVEL AS POSSIBLE TO PREVENT UNDESIRABLE SLOPES AROUND THE INTERIOR BOTTOM CORNER OF THE WETWELL.

GRROUTING STATION ON TOP OF THE WET WELL. APPLY A LAYER OF NON-SHRINK OR EPOXY GROUT ON THE TOP SURFACE OF THE WET WELL. THE STATION WILL THEN BED DOWN IN THE GROUT, GIVING THE STATION FIRM SUPPORT AND REDUCING NOISE TRANSFER. THE GROUT BED SHOULD BE LEVEL IN ALL DIRECTIONS WHEN COMPLETE.

ANCHORING DISCHARGE CONNECTION THE DISCHARGE IS TO BE ORIENTED IN ACCORDANCE WITH THE ENGINEER'S PLAN. GENERALLY, SMITH & LOVELESS, INC. WILL PROVIDE A COMPRESSION TYPE COUPLING TO JOIN THE FORCE MAIN TO THE STATION DISCHARGE PIPE. COMPRESSION TYPE COUPLINGS DO NOT PROVIDE PIPE END RESTRAINT. TWO RESTRAINTS ARE REQUIRED AT THE DISCHARGE. THE DISCHARGE PIPE SHALL BE SECURED TO THE BASE OF THE WET WELL USING THE DISCHARGE PIPE TO THE STATION TO PREVENT SEPARATION FROM THE COUPLING IN THE VERTICAL DIRECTION BY USING AN ALL-THREADED ROD, CABLE OR CHAIN (NOT SUPPLIED BY S&L). THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE RESTRAINT AGAINST ANY HORIZONTAL THRUST DEVELOPED. THE RESTRAINT SHALL BE TIED TO THE STRUCTURE, AS THE STATION BASEPLATE IS NOT DESIGNED TO RESIST HORIZONTAL THRUST FORCES. ALL DISCHARGE PIPES SHOULD BE SECURED.

DISCHARGE PIPING (NOT BY S&L) PRIMING LOCK LOOP (IF REQUIRED DUE TO DOWNHILL OR SHORT FORCE MAIN) SHALL BE INSTALLED IN THE FORCE MAIN EITHER INSIDE OR JUST OUTSIDE THE WET WELL. THE LOOP MUST BE BELOW THE LOW LEVEL OFF ELEVATION. THIS PREVENTS THE ENTIRE CONTENTS OF A SHORT FORCE MAIN FROM RETURNING BY GRAVITY TO THE WET WELL OR BEING SPHONED BACK INTO THE WET WELL IF THE CHECK VALVE DOES NOT SEAT.

ON FORCE MAINS THAT RUN HORIZONTAL OR DOWN HILL FROM THE STATION, EITHER USE THE PRIME LOCKING LOOP OR THE LAST FEW FEET OF THE FORCE MAIN SHOULD RUN UP HILL TO CREATE A WATER TRAP EFFECT TO PREVENT WATER DRAINING THE FORCE MAIN IN THE FORWARD DIRECTION.

NOTE: 1. COPYRIGHT (c) 2016 SMITH & LOVELESS, INC.

MANWAY LOCKING DETAILS. SEE O&M MANUAL FOR MANWAY LOCKING LOOP INSTALLATION DETAILS

SUCTION PIPE CONNECTION USE GASKETS AND SEALANT PROVIDED WITH STATION FOR BUBBLE TIGHT CONNECTION. SEE O&M MANUAL FOR DETAILS

COMPRESSION COUPLING PIPE FITTING (BY S&L)

U-BOLTS (2) PER SUCTION PIPE (NOT BY S&L)

6" SUPPORT CHANNEL ANCHORED TO WET WELL (NOT BY S&L)

SUCTION PIPE SUPPORTS SMITH & LOVELESS RECOMMEND SCHEDULE 40 PVC AS THE PREFERRED MATERIAL FOR SCHEDULE 40 PVC WITH LENGTHS OVER 10 FT. SCHEDULE 40 PVC IS NOT ADEQUATE AND MAY RESULT IN VACUUM LEAKS DUE TO DISTORTION OF THE MATERIAL. FOR PVC PIPE LENGTHS OF 15 FT. OR LONGER, AN INTERMEDIATE SUPPORT ONE-HAND THE DEPTH IS RECOMMENDED. SCHEDULE 40 PIPE LENGTHS IN EXCESS OF 10 FEET, IF THEY ARE REQUIRED, THE PIPE SHOULD BE SUPPORTED FROM THE WALL OF THE WET-WELL TO MINIMIZE THE STRAIN ON THE STATION PIPING.

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Table with columns for drawing details, revision, and installation details. Includes fields for drawing title, revision number, date, and description.





Smith & Loveless Inc.

Customer Location – 9/10/2021

EVERLAST™ Series 2000 Overview:



EVERLAST™ **SERIES 2000**

2-Piece Sliding Enclosure

3/8" Baseplate

Relay Logic Controls

System Model:	EVERLAST™ Series 2000
Wet Well Diameter:	4'-0"
Discharge / Suction Piping:	4" with compression coupling
Static Suction Lift:	20'
No. of Pumps:	2
Pump Size:	4"
Pump Model:	4B2X*1
Design Conditions:	100 GPM @ 79' TDH
Pump Power:	10 HP
Pump Speed:	1760 RPM
Electrical Info:	3 Phase, 60 Cycle, 230 Volt motor

PROPOSAL



Price and Timeline Details:

Budget Price: \$78,737

Submittal Timeline: 4-6 Weeks (after receipt of complete details)

Mfg. Timeline: 14-16 Weeks (after receipt in Seller's office of approved Submittal Data)

Additional Price Details:

The estimated cost of this budget proposal constitutes a non-binding estimate for certain goods and/or services and is exclusive of applicable taxes.

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

One day supervision of initial operation over one trip is included. If additional days are required, Seller will furnish a factory-trained supervisor for \$925 per day including travel time plus actual travel expenses.

Smith & Loveless, Inc. will provide one electronic copy of the O&M on CD in PDF format and four hard copies of the O&M. Additional copies can be provided for \$50 per copy.



Standard EVERLAST™ Series 2000 Features:

STAR ONE™ Non-Clog Pumps

- ✓ Vertical, close-coupled design featuring oversized, stainless steel shafts and bearings, delivering leading efficiencies and a 20+ year service life.

Learn More:
<https://smithandloveless.com/energy-efficiency-reuse-sl-systems>



WaveStart™ Prime Sensing System

- ✓ Employing **Multi-Variable Sensing™** and minimal connections, virtually eliminates O&M in applications with flushables and other debris.

Learn More:
<https://smithandloveless.com/sl-pumping-advantage>



2-Piece Sliding Enclosure

- ✓ Quick access 2-piece sliding enclosure with newly redesigned S&L style



3/8" Baseplate

- ✓ Carbon steel baseplate comes standard



Relay Logic Controls

- ✓ Relay logic controls inside expanded NEMA 1 / 12 control panel



10 Year Warranty Protection

- ✓ The industry's longest service life and warranty protection, including 10-year protection for pump, baseplate and enclosure components.



PROPOSAL



Standard EVERLAST™ Series 2000 Features (continued):

- ✓ Float Switch Control System
- ✓ 120v Control Circuits
- ✓ Prime Mode Selector - Constant or On-Demand Prime
- ✓ Timed Alternation
- ✓ High Water Alarm
- ✓ Pump Fail / Prime Fail Sensors
- ✓ Compound Pressure Gauges
- ✓ Running Time Meters - Individual
- ✓ Aluminum Manway Cover
- ✓ Spare Mechanical Seal



Optional EVERLAST™ Series 2000 Features (included if checked):

- ✓ **DURO-LAST® Stainless Steel Baseplate**
316 and/or lean duplex series 2100 stainless steel baseplate for superior pump station protection, backed by 25-year warranty protection.



- ✓ **X-PELLER® Clog-Fighting Impeller**
Features a mono-port design, which allows it to pass 3" solids, including consumer flushable wipes, rags or other trashy items.

Learn More: <https://www.youtube.com/watch?v=mW3bLAXVX7E>



- ✓ **RAPIDJACK™ Quick Clean Check Valve**
Wafer check valve design simplifies access for clearing blockages or obstructions, requiring removal of only 4 bolts and approx. 15 min.

Learn More: <https://www.youtube.com/watch?v=xK6d8l0Xh58>



- ✓ **3KVA Transformer**

Available Transducer Signal Splitter

- ✓ **Dialer Interface / Dialer Not Included**

Available Generator Interlock

Available Panel Mounted Automatic Silence Switch

Available Non-Mercury Float Switches

- ✓ **Cold Climate package, insulated hoods & heater**