AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, February 15, 2022

Call to Order

Pledge of Allegiance

Roll call
Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 15, 2022 to be approved as proposed or amended.

Consent:

1. Council Minutes
2. Bear Creek Archeology, Inc., Geomorphic Evaluation and Archival Review for 2021 Watermain Improvements, $2,500.00
3. ECICOG, CDBG Rehab Grant Administration, $1,762.50
4. Garden & Associates, Ltd., Sanitary Sewer Extension – South Washington, $760.00
5. Garden & Associates, Ltd., Water Main Extension Deao Property, $548.50
6. Garden & Associates, Ltd., Reconstruction of Adams Street, $4,203.32
7. Garden & Associates, Ltd., NLW Subdivision – Phase 2, $2,436.98
8. DeLong Construction Inc., Buchanan Street Paving & Reconstruction, Pay App. No. 2, $152,381.86
9. PAWS & More, FY2021 remainder due, $2,159.25
10. PAWS & More, FY2022 full year, $26,019.00
11. Hy-Vee Washington Fast and Fresh Express, 520 South Highway 1, Class C Beer Permit, Sunday Sales **(amendment – ownership update)**
12. Hy-Vee Wine & Spirits, 1004 W. Madison Street, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales **(amendment – ownership update)**
13. Hy-Vee Food Store, 528 South Highway 1, Class C Beer Permit, Class B Wine Permit, Sunday Sales **(amendment – ownership update)**
14. Department Reports

Claims

- Claims for February 15, 2022
- Financials

SPECIAL EVENT REQUESTS

- Women in Business Event Request, Washington Chamber of Commerce – August 11
- Flightline Live, Washington Chamber of Commerce – June 4
- WCHC KidzFest – May 13

SPECIAL PRESENTATION

- Tree Committee Annual Report
- Nuisance Report

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

NEW BUSINESS

1. **Public Hearing** on Plans, Specifications, Form of Contract, and Estimate of Cost (2022 East Adams Street Improvements)

2. Discussion and Consideration of Resolution on Plans, Specifications, Form of Contract, and Estimate of Cost (2022 East Adams Street Improvements)

3. **Public Hearing** on Plans, Specifications, Form of Contract, and Estimate of Cost of the Partial Wastewater Treatment Plant Demolition Project In and For the City of Washington

4. Discussion and Consideration of Resolution on Plans, Specifications, Form of Contract, and Estimate of Cost of the Old Wastewater Treatment Plant Demolition Project In and For the City of Washington

5. Discussion and Consideration of a Resolution Awarding Bid for the Old Wastewater Treatment Plant Demolition Project (DeLong Construction, Inc.)

6. **Public Hearing** on the Total Maximum Property Tax Dollars to be Levied in the Fiscal Year 2022-23 Budget

7. Discussion and Consideration of a Resolution Setting the Total Maximum Property Tax Dollars to be Levied in the Fiscal Year 2022-23 Budget

8. Discussion and Consideration of Bazooka Farmstar, LLC Tax Abatement

9. Discussion and Consideration of Contract for NLW2 Subdivision (DeLong Construction)

10. Discussion and Consideration of a Resolution Endorsing an Application for an All-Star Community Award (Wellness Park)

11. Discussion and Consideration of a Resolution Endorsing an Application for Wellmark Foundation Grant (Wellness Park Play Structure)

12. Discussion and Consideration of a Resolution Supporting Buy Local Policy and Local Bidder Preference Policy

13. Discussion and Consideration of Resolution Approving PAWS & More Agreement (FY23-25) and Annual Update

WORKSHOP

- Budget Workshop

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Illa Earnest
Steven Gault
Elaine Moore
Fran Stigers
Millie Youngquist

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 2-1-2022

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, February 1, 2022, at 6:00 p.m. Mayor Rosien in the chair.

On roll call present: Earnest, Gault, Moore, Stigers, and Youngquist. Ward one vacant.

Motion by Moore, seconded by Gault, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, February 1, 2022, be approved. Motion carried.

Consent:

1. Council Minutes January 18, 2022
2. Council Minutes January 25, 2022 – Special Session
3. Ahlers Cooney Attorneys, Sewer Revenue Capital Loan Notes, 2011, $2,601.05
4. Ahlers Cooney Attorneys, Amend No. 2 to the Unified South Central Residential URP, $4,667.55
5. CDW Government, One-third of Cost of Data Storage Update, Police Department, $4,822.33
6. Iowa River Tree Service, Tree Bid #1 for FY2022, $7,100.00
7. The Wagon Wheel, 521 East 7th Street, Class C Liquor License, Sunday Sales, Living Quarters, Outdoor Service **(renewal)**
8. Fareway Stores, Inc. #554, 301 N. Marion Ave., Class E Liquor License, Class B Wine, Class C Beer **(renewal)**
9. Hy-Vee Food Store, 528 Highway 1 South, Class C Beer, Class B Wine, Class C Liquor Permit **(renewal)**
10. Department Reports

Motion by Youngquist, seconded by Gault, to approve consent items 1-10. Motion carried.

Teri Hartzler with the YMCA of Washington County presented a special event request for the Kewash Half Marathon, 10k, and 5k to be held on April 16, 2022. Motion by Earnest, seconded by Stigers, to approve the Kewash Half Marathon request. Motion carried.

Presentation from the public: Mike Murphy spoke of a sewer plant road and desire to expand a subdivision near West Buchanan Street.

Claims for February 1, 2022 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Gault, to approve the claims for February 1, 2022. Motion carried.

Motion by Gault, seconded by Stigers, to approve Change Order No. 5 for Wellness Park Ballfields and Roadway Project. Motion carried.

Motion by Youngquist, seconded by Moore, to approve a Resolution Approving Pay Application No. 11, and Accepting the Wellness Park Ballfields and Roadway Project as Completed (Final – Release of Retainage). Roll call on the motion: Ayes: Earnest, Gault, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-017)**

Motion by Earnest, seconded by Youngquist, to approve a Resolution Calling for a Special Election to Fill the Vacancy of Ward 1 Councilor. Roll call on the motion: Ayes: Earnest, Moore, and Youngquist. Nays: Gault and Stigers. Motion carried. **(Resolution 2022-018)**

Motion by Youngquist, seconded by Gault, to approve the First Reading of an Ordinance Amending the Ward Boundaries within the City of Washington. Roll call on the motion: Ayes: Earnest, Gault,

Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Gault, to suspend the rules. Roll call on the motion: Ayes: Earnest, Gault, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Stigers, seconded by Youngquist, to approve the Second Reading of an Ordinance Amending the Ward Boundaries within the City of Washington. Roll call on the motion: Ayes: Earnest, Gault, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Gault, to approve the Third and Final Reading of an Ordinance Amending the Ward Boundaries within the City of Washington. Roll call on the motion: Ayes: Earnest, Gault, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Ordinance 1133)**

Motion by Youngquist, seconded by Earnest, to approve a Resolution Setting Bid Opening for 10 a.m. February 8th and Public Hearing Dates for 6 p.m. February 15th for the Old Wastewater Treatment Plant Demolition. Roll call on the motion: Ayes: Earnest, Gault, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-019)**

Departmental reports were presented.

The council entered a workshop to discuss the budget. The Council went through the proposed department budgets and requests with city department heads for FY23.

Motion by Moore, seconded by Stigers, that the Regular Session held at 6:00 p.m., Tuesday, February 1, 2022, is adjourned at 7:42 p.m.

Sally Y. Hart, City Clerk

Bear Creek
ARCHEOLOGY, INC.

Date: February 3, 2022

Billed to: City Clerk
City of Washington
PO Box 516
Washington, Iowa 52353

RE: Geomorphic Evaluation and Archival Review of Portions of West Madison Street and East Main Street, City of Washington, Washington County, Iowa; BCA 2997

As per the authorization to proceed, a total of $2,500.00 is due and payable for the above referenced investigation.

TOTAL DUE THIS INVOICE: **$2,500.00**

Derek Lee
Director

22-24
BCA 2997

PO Box 347
24091 York Street
Cresco, IA 52136

ARCHEOLOGICAL AND HISTORICAL CONSULTANTS
DEREK V. LEE, DIRECTOR
www.bearcreekarcheology.com

Tel: 563-547-4545
Fax: 563-547-5403

EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

Invoice

Date	Invoice #
1/31/2022	9567

700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Phone #	Fax #
319-289-0057	319-365-9981

Bill To
CITY OF WASHINGTON PO BOX 516 WASHINGTON IA 52353

Approved by:

Quantity	Description	Rate	Amount
23.5	CDBG REHAB GRANT ADMINISTRATION	75.00	1,762.50
Please remit payment within 30 days.		**Total**	$1,762.50

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

January 24, 2022
Invoice No: 42892

Project 3021284 Washington - Sanitary Sewer Extension - South Washington.
Client ID# 20040

Professional Services for the Period: December 17, 2021 to January 20, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	5.00	152.00	760.00	
Totals	5.00		760.00	
Total Professional Services				**760.00**
		Total Project Invoice Amount		**$760.00**

GARDEN & ASSOCIATES, LTD.

Jack Pope

JACK POPE, PE

GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577
Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

January 24, 2022
Invoice No: 42893

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

Professional Services for the Period: December 17, 2021 to January 20, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	3.00	152.00	456.00	
Technician #5	1.25	74.00	92.50	
Totals	4.25		548.50	
Total Professional Services				**548.50**
		Total Project Invoice Amount		**$548.50**

GARDEN & ASSOCIATES, LTD.

Jack Pope

JACK POPE, PE

GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577
Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

January 24, 2022
Invoice No: 42894

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

Professional Services for the Period: December 17, 2021 to January 20, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	24.00	152.00	3,648.00	
Technician #1	3.00	113.00	339.00	
Technician #5	2.00	74.00	148.00	
Totals	29.00		4,135.00	
Total Professional Services				**4,135.00**

Unit Billing

Mileage		68.32	
Total Units		**68.32**	**68.32**

Total Project Invoice Amount **$4,203.32**

GARDEN & ASSOCIATES, LTD.

Jack Pope

JACK POPE, PE

GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577
Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

January 24, 2022
Invoice No: 42895

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

Professional Services for the Period: December 17, 2021 to January 20, 2022

Professional Services

		Hours	Rate	Amount	
Principal Engineer		13.75	152.00	2,090.00	
Technician #5		4.25	74.00	314.50	
	Totals	18.00		2,404.50	
	Total Professional Services				**2,404.50**
Unit Billing					
Mileage				32.48	
	Total Units			**32.48**	**32.48**
			Total Project Invoice Amount		**$2,436.98**

GARDEN & ASSOCIATES, LTD.

Jack Pope

JACK POPE, PE

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

	Application Period: 11/6/21 - 2/4/22	Application Date: 2/9/2022
To (Owner): City of Washington, Iowa	From (Contractor): DeLong Construction, Inc.	Via (Engineer): Garden & Associates, LTD.
Project: West Buchanan Street Paving & Reconstruction - Washington, Iowa	Contract: West Buchanan Street Paving & Reconstruction Washington, Iowa	
Owner's Contract No.: STBG-SWAP-8140(612)--SG-92	Contractor's Project No.: ____	Engineer's Project No.: 5020201

Contract Working Day Summary:	
Original Contract Time:	90
Added by Change Order:	
Contract Time To Date:	90
Working Days Used to Date:	0
Working Days Remaining:	90

Application For Payment
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1		$61,871.35
TOTALS		$61,871.35
NET CHANGE BY CHANGE ORDERS	-$61,871.35	

1. ORIGINAL CONTRACT PRICE	$	$1,712,167.30
2. Net change by Change Orders	$	-$61,871.35
3. Current Contract Price (Line 1 ± 2)	$	$1,650,295.95
4. TOTAL COMPLETED AND STORED TO DATE (Work from Progress Estimates)	$	$362,952.89
5. RETAINAGE:		
a. 3% X $180,424.70 Work Completed	$	$5,412.74
b. 3% X $182,528.19 Stored Material	$	$5,475.85
c. Total Retainage (Line 5.a + Line 5.b)	$	$10,888.59
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$352,064.30
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$199,682.44
8. AMOUNT DUE THIS APPLICATION	$	$152,381.86
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$1,298,231.65

Contractor's Certification

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

Contractor Signature

By: [signature] Date: 2-10-22

Payment of: $ 152,381.86
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] 2-10-2022
(Engineer) (Date)

Payment of: $ 152,381.86
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.

Statement for: 2/5/2022

City of Washington
215 E Washington Street
Washington, IA 52353

Animal Care Services Provided

FY2021	due from prior underbilling	$ 2,159.25
	TOTAL DUE	**$ 2,159.25**

Please make checks payable to:
Washington County Humane Society
1004 1/2 W Madison Street
Washington, IA 52353

Statement for: 2/5/2022

City of Washington
215 E Washington Street
Washington, IA 52353

Animal Care Services Provided

FY2022	2020 full year	$ 26,019.00
	TOTAL DUE	**$ 26,019.00**

Please make checks payable to:
Washington County Humane Society
1004 1/2 W Madison Street
Washington, IA 52353

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Hy-vee, Inc.	Washington Fast and Fresh Express	(515) 267-2800

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
520 South Highway 1	Washington	Washington	52353

MAILING ADDRESS	CITY	STATE	ZIP
Hy-Vee, Inc. 5820 Westown Parkway	West Des Moines	Iowa	50266

Contact Person

NAME	PHONE	EMAIL
Kelly Palmer	(515) 267-2949	kpalmer@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0030811	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 24, 2021	Dec 23, 2022	

SUB-PERMITS

Class C Beer Permit

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Andrew Schroeder	Johnston	Iowa	50131	AVP, Assistant Controller	0.00	Yes
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Des Moines	Iowa	50312	Vice President, Secretary	0.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Hy-Vee, Inc	Hy-Vee Wine & Spirits	(515) 267-2949

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
1004 W Madison St	Washington	Washington	52353

MAILING ADDRESS	CITY	STATE	ZIP
5820 Westown Pkwy	West Des Moines	Iowa	50266

Contact Person

NAME	PHONE	EMAIL
Kelly Palmer	(515) 267-2800	kpalmer@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001508	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Feb 24, 2022	Feb 23, 2023	

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Urbandale	Iowa	50322	EVP, Secretary	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	Vice President, Accounting	0.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

ALCOHOLIC BEVERAGES DIVISION
State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Hy-Vee, Inc.	Hy-Vee Food Store	(319) 653-5406

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
528 Hwy 1 S	Washington	Washington	52353

MAILING ADDRESS	CITY	STATE	ZIP
5820 Westown Pkwy	West Des Moines	Iowa	50266

Contact Person

NAME	PHONE	EMAIL
Morgan Beier	(515) 267-2871	mbeier@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0030371	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 17, 2021	Mar 16, 2022	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Andrew Schroeder	Johnston	Iowa	50131	AVP, Assistant Controller	0.00	Yes
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Des Moines	Iowa	50312	Vice President, Secretary	0.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Elm Grove & Woodlawn Cemeteries

Council Report for January 2022

In January I plowed snow at the Airport 5 times. I moved snow for 5 funerals at the cemetery. I plowed Buchanan Street and around the WWTP a couple of times. I finalized the cemetery budget for FY 2023, and had a budget meeting with Kelsey. I had 8 family requests for information this month. I have been working on updating cemetery records. On 1/14, we went live with the online burial search. There is a link on the cemetery page. I will be working on entering Woodlawn's records as time allows. I have also been working on some equipment repairs and maintenance. I look forward to working with Deanna in the future.

We have had 5 funerals at Elm Grove this month, with one weekend service. In February, we plan to continue with funeral services, general cemetery cleanup, updating cemetery records, plowing snow as needed, one on one meeting with new city administrator and attend the budget workshop with council to present our budget for FY 2023. Thank you.

Respectfully submitted,

Nicholas Duvall

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

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

January 2022 Activity Report

Total report of calls- 80
Fires- 1
False alarms- 0
Weather related- 0
Mutual aid assists- 1
Hazardous Incidents- 0
Grass fires- 0
Investigate/good intent- 8
Rescue/accidents- 7
Medical- 63

EMS calls were down in January. Only 63 this month. That has been our lowest amount so far to date since starting the service. We continue to get response to every call.

Washington Fire did not hold a monthly training in January due to Pancake Day. We will resume our monthly training schedule in February.

We had a report of a vehicle fire in January. The fire was out on arrival, we assisted in making sure it was complete put out. We had several vehicle accidents due to weather, several fire alarm/Carbon Monoxide detector calls in January as well. I attended the county fire chief's meeting on January 25th in Crawfordsville, as well as a meeting on the proposed railroad merger. I also worked on the FY23 proposed budget and attended a council meeting for any questions.

Pancake day was a success in early January. We served 2,257 people! This is the highest amount we have seen. We are working on possible improvements for next year, as our take outs were very high.

Full time staff continues to be busy responding to EMS & fire calls, fire inspections, and normal duties around the fire station.

Our January monthly fire meeting minutes are attached.

Brendan DeLong
Fire Chief
Washington Fire Department

Washington Volunteer Fire Department

Meeting Minutes
February 9, 2022

Call to order at 7:00 pm

December Fire/EMS Calls:

7 City Fires	$ 930
8 Rural Fires	$ 810
88 EMS Calls	$1,190
Drills	$ 0
Total	$2,930

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

Motion to pay bills by Joey; second by Mark C; motion passed.

Communications: Fish fry at Wellman Fire Department this Friday, February 11 starting at 6 pm.

Committees: **Social:** Meat, cheese, and chips

Pancake: Served over 2,250 people and netted $2,400 more than last year, $10 for ticket next year, will work on ways to improve the take out line, motion by Craig to buy another pancake grill seconded by Ron, motion passed, and January 11, 2023 next Pancake Day.

Dance/Gun Raffle: Nothing to report

Golf: July 30, 2022 golf tournament will be held at Washington golf course

Rescue Discussion

Old Business: Still looking for applications as other potential candidates didn't work; presentation by Southeast Iowa Honor Guard at county meeting in Crawfordsville, next county meeting in March at Kalona, and Wive's Appreciation February 19 at 7 p.m. at JP's 207.

New Business: February 26, 2022 ice rescue at Marr Park, CPR training February 23, Emergency Management has training opportunities see flyers on board, Fire Fighter 1 class starting February 20 with training possibilities as class is held at Washington Fire Dept, waiting to hear back from FEMA on air pack grant with own face piece, physicals will be October 24-26, Truck 4 scheduled exhaust work soon, discussion was held on replacing 3 chainsaws and Quickie saw – motion by Scott to purchase 3 Husqvarna chainsaws and Husqvarna Quickie saw from Washington Rental, seconded by Bill H, motion approved; motion by Jerry to approve $1,200 to replace 4 gas monitor, seconded by Ron, motion approved; Kewash Half Marathon on April 16th looking for a team to compete against police dept, sheriff's dept, and Wellman Fire; with railroad merger 4 trains to 18 trains possibly per day, and working with fire codes for new ammo plant.

Discussion of Calls: Be sure to wear gear when on scene

Roll taken; Motion to adjourn by Joey; seconded by Josh; motion passed at 7:50 p.m.

Minutes completed by:

Philip Morris - secretary

MAINTENANCE & CONSTRUCTION DEPT. REPORT 1-22-22/2-4-22

STREETS: Personnel cold patched a few areas, including past main breaks in the driven portion of the road. Crews picked up sod chunks from plowing snow before the ground froze. Staff used 39 ton of salt in January. Personnel repaired a STOP sign, North 12th Ave-East 7th St where an accident occurred.

WATER DISTRIBUTION: Personnel shut off 15 water services for nonpayment. Personnel repaired 4 water main breaks in the last two weeks. Marking 5 total for 2022, locations as follows: 510 North 12th Ave where a 12 inch CIP was fixed, North Marion Ave-West 14th St, where a 4 inch CIP was repaired, 1108 North 2nd Ave 4 inch CIP and North 8th Ave-East 7th St 4 inch CIP.

SEWER COLLECTION: Personnel checked on a possible sewer plug in the 1600 block of North 6th Ave and took proper steps to resolve the problem. Personnel repaired a manhole off of Sitler Dr that had been hit by a contractor during snow removal. flushed a few terminal sanitary sewer manholes, using 3,000 gallon of water.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced PD 306 (rotate tires and repair tire), PD 307, WWTP truck F-150 (wiring with new emergency lights), Tahoe (mirror), Parks truck F-150 (engine repair), PD 97 and FD F-150 (brakes).

OTHER: Personnel recorded lists of maintenance for street patching, water repair, sanitary sewer repair and storm sewer repair. hauled rock and sand back to the material storage building. Personnel responded to 23 One Call Locates. Personnel began repainting barricades.

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

Washington Police Department

James Lester, Chief of Police
215 East Washington Street
Washington, Iowa 52353
Phone: 319-653-2256 Dispatch: 319-653-2107

Rhonda Hill
Administrative Assistant

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Aaron Kephart
Police Officer

Tanner Lavely
Police Officer

Christopher Raymer
Police Officer

Ethan Hansen
Police Officer

Activity Report
January 2022

As shown in the attached chart, January was an active month for the Police Department with investigations for assault, child endangerment and the execution of several search warrants.

The response and investigation of the shooting incident on January 7th was a demonstration of great teamwork and cooperation of local, regional, and state agencies. We also appreciated the quick response of the Maintenance and Construction crews in helping to secure the scene and to the Fire Department for the use of a bay to allow investigators to examine evidence in a warmer environment. The investigation continues and has resulted in the arrest of two persons for attempted murder and robbery.

Officer Aaron Kephart was sworn in by Mayor Rosien and began his duties on January 10th. After four weeks of Orientation and Field Training he has worked into the normal patrol officer rotation.

We received correspondence from the Iowa Department of Public Safety that we have satisfied certification requirements for the Iowa Uniform Crime Reporting program. This certification means that we have demonstrated compliance in our incident and arrest reporting by submitting data with 4% or less error rates for calendar year 2021. This was a frustrating process that required review and modification of most all 2021 incident reports and included some significant changes in our reporting practices.

Investigator VanWilligen and Chief Lester attended the Iowa Sex Crimes Investigators Association conference and the entire department participated in Question-Persuade-Refer suicide awareness training presented by the Washington County Iowa State Extension Office during our monthly staff meeting.

Respectfully submitted,

Jim Lester

Jim Lester
Chief of Police

Washington Police Department

215 East Washington Street
Washington, Iowa 52353
Phone: 319-653-2256 Dispatch: 319-653-2107

2022 Activity & Offense Report
For the Month of: **January**

ACTIVITY	Previous Month	Current Month	Year – to – Date
Calls For Service		**375**	**375**
Animal Calls		25	25
Citations / Warnings		63	63
Parking Tickets		38	38
Golf Cart/UTV Registrations		8	8
Vehicle Unlocks		26	26
Arrest Warrants Served		13	13
Search Warrants Served		22	22
Mental Health Crisis		8	8
Traffic Stops		47	47
Traffic Accidents		16	16
Arrests		49	49
Reportable Offenses		**36**	**36**
Assault		9	9
Burglary		1	1
Burglary to Motor Vehicle		1	1
Domestic Assault		0	0
No Contact Order Violation		3	3
Criminal Mischief/Vandalism		4	4
Drunkenness (Intoxication)		0	0
Driving Intoxicated (OWI)		0	0
Drug Offense		2	2
Drug Paraphernalia		1	1
Harassment/Intimidation		1	1
Sex Offense		1	1
Theft (Includes Shoplifting)		6	6
Trespass		0	0
Weapons Violation		1	1

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

Kim Reynolds
Governor
Adam Gregg
Lt. Governor

Department of Public Safety

Stephan K. Bayens
Commissioner

January 14, 2022

Chief Jim Lester
Washington Police Department
215 East Washington Street
Washington, IA 52353

Dear Chief Jim Lester:

Please accept this letter as verification that the Washington Police Department has satisfied the Iowa Uniform Crime Reporting program's agency certification requirements. As your agency has demonstrated the ability to submit compliant crime data and is now certified, incidents and arrests submitted by the Washington Police Department will be published by the Iowa Uniform Crime Reporting program; the data will also be shared with the FBI for inclusion in national publications.

The Iowa Uniform Crime Reporting program looks forward to a continued relationship with your department. Please contact me with any questions or concerns related to crime reporting.

Sincerely,

Tracy Loynachan

Tracy Loynachan
Uniform Crime Reporting Program Manager
Iowa Department of Public Safety

Water Treatment Plant: January 2021 Council Report 1/28/2022

Here is a summary of the major updates and activities from the Water Treatment Department for January 2022.

Traffic Lights: Joe Marie fixed the street light in front of KCII. Just reported and added to Joe Marie's list is the street light in front of JP's 207 is stuck on. The lights out at Wal-Mart went to flashing red due to the cold. We turned on a small space heater and it fixed the issue.

Water Plant Operations: I submitted Decembers MORs to the DNR. I Submitted Annual Water Usage Report to the DNR. We have been working on the dead meter list along with replacing a few frozen meters. We have been doing extra meter reading while Elaine is out. We collected routine monthly bacteria samples; results were absent. We changed bag filters and RO 1 cartridge filters. Our bulk chemicals were delivered and filled up. We collected our monthly well levels. I wrote a thank you letter to IRWA for there services. This is how they get funding, so we were happy to write something up for them. IRWA is a great resource for us and all small communities in Iowa. We are a region hub for IRWA and store equipment for small communities to use. Renewed memberships to IRWA and AWWA. Worked on budget.

Operators: I am approved to take my Grade III Water Distribution exam, and am waiting to hear back from the DNR to schedule a date to take it. I attended the weekly staff meetings and had a budget meeting with Kelsey. If you have any questions or concerns, please do not hesitate to contact myself or Will. Thanks, stay safe!

Water Plant Superintendent: Kyle W

WWTP report
February 15th , 2022
Council meeting

- **After hour alarm and dog call outs** –
  2-8-2022 Dog call to 1000 block W Madison St. 5:10 p.m. Dylan

- **Dept Head meetings** –I attended the meetings on Feb. 1st ,8th and 15th

- **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.

- **Old WWTP Demo-**.One bid was received and will be presented at the meeting on the 15th for approval

- **WWTP Tour-**Some of the Fox/Strand people contacted me about bringing some operators over from Oskaloosa IA. They will be doing Plant upgrades and wanted to show them our plant. They will be here February 17th in the afternoon.

- **WWTP January 2022, Discharge Monitoring Report (DMR)** – Average daily flow **0.986 million gallons (mg)**, maximum daily flow **1.371 mg**, minimum daily flow **0.811 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for January = **>0.79"** (recorded at the WWTP).

***CBOD5 removal 85% required**	**result = 100 %**	
Influent CBOD5 monthly total =	**627**	mg/L
Effluent CBOD5 monthly total =	**0**	mg/L
***TSS removal 85% required**	**result = 100 %**	
Influent TSS monthly total =	**1293**	mg/L
Effluent TSS monthly total =	**0**	mg/L

The Plant is Required 85% removal of both CBOD aTSS.
***Due to all Effluent samples being under detection levels the results are counted as 0**

Jason Whisler
2/11/2022 9:00 A.M.

CITY OF WASHINGTON, IOWA
CLAIMS REPORT
FEBRUARY 15, 2022

POLICE	ACE-N-MORE	BATTERIES/SUPPLIES	57.13
	BDH TECHNOLOGY LLC	SQUAD ROOM MONITORS/SERVICE	2,584.60
	COBB OIL CO, INC.	FUEL	1,402.73
	KCTC	PHONE & INTERNET	358.02
	MARCO, INC.	COPIER/PRINTER LEASE	389.15
	MOORE'S BP AMOCO, INC.	PATROL UNIT TOW	130.00
	SIRCHIE	EVIDENCE SUPPLIES	22.90
	VERIZON WIRELESS	WIRELESS PHONES	873.18
		TOTAL	**5,817.71**
FIRE	ACE-N-MORE	SUPPLIES	43.14
	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	ARMSTRONG HEATING & AIR CONDITIONING I	MAINTENANCE	50.00
	CINTAS CORP LOC. 342	TOWEL SERVICE	81.69
	COBB OIL CO, INC.	FUEL	161.38
	HIWAY SERVICE CENTER	SUPPLIES	138.32
	IGRAPHIX, INC	SHIPPING	17.67
	KCTC	PHONE & INTERNET	206.36
	LEET'S REFRIGERATION	ICE MACHINE MAINTENANCE	223.50
	VERIZON WIRELESS	WIRELESS PHONES	120.03
	WAGNER, BILL	REIMBURSEMENT	72.49
		TOTAL	**1,149.58**
EMS	EMS LEARNING RESOURCES CENTER	BLS PROVIDER CARDS	25.50
	HAWKEYE FIRE & SAFETY	AIR MASK WIPES	10.82
		TOTAL	**36.32**
DEVELOPMENT SERVICES	ACE-N-MORE	SUPPLIES	159.95
	COBB OIL CO, INC.	FUEL	69.95
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	160.00
	JENNINGS, ELAINE	MILEAGE REIMBURSEMENT	50.40
	VERIZON WIRELESS	WIRELESS PHONES	179.18
	WASHINGTON DISPOSAL LLC.	COUCH PICKUP	60.00
		TOTAL	**679.48**
LIBRARY	ACCESS SYSTEMS	COPIER MAINTENANCE	106.31
	ACE-N-MORE	JANITORIAL SUPPLIES	57.56
	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	ALLEN, ALESSANDRA	PROGRAMMING	40.00
	ALLIANT ENERGY	ALLIANT ENERGY	2,728.71
	ALMELIEN, KATHLEEN	PROGRAMMING	40.00
	BAKER & TAYLOR	LIBRARY MATERIALS	1,727.06
	BLACKSTONE PUBLISHING	AUDIOBOOKS	164.35
	CARSON PLUMBING & HEATING SRVS INC	PLUMBING PARTS	37.03
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	50.68
	CINTAS CORP LOC. 342	MATT SERVICE	75.40
	DEMCO INC	OFFICE SUPPLIES	147.94
	FAREWAY STORES	PROGRAM SUPPLIES	29.23
	KCTC	PHONE & INTERNET	443.53
	MIDWEST ALARM	ALARM INSPECTION	812.64
	OVERDRIVE, INC.	DIGITAL LIBRARY MATERIALS	497.44
	VALENTINE, TAMMY	HOMEBOUND PROGRAM	5.04
		TOTAL	**6,997.92**
PARKS	ACE-N-MORE	SUPPLIES	133.95

	ALLIANT ENERGY	ALLIANT ENERGY	2,211.82
	CENTRAL LANDSCAPE SUPPLY	TREE GUARDS	138.60
	COBB OIL CO, INC.	FUEL	231.34
	KCTC	PHONE & INTERNET	330.71
	RJ THOMAS MFG. CO. INC	CONCESSION TABLE	566.00
	U-LINE	SAFETY SUPPLIES	472.00
	WASHINGTON RENTAL	REPAIR POLESAW	158.06
		TOTAL	**4,242.48**
POOL	ALLIANT ENERGY	ALLIANT ENERGY	139.00
	KCTC	PHONE & INTERNET	85.94
		TOTAL	**224.94**
CEMETERY	COBB OIL CO, INC.	FUEL FILTERS	54.66
	KCTC	PHONE & INTERNET	162.88
		TOTAL	**217.54**
FINANCIAL ADMIN	ACE-N-MORE	SUPPLIES	29.71
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	77.28
	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	ALLIANT ENERGY	ALLIANT ENERGY	24.18
	BROWN, KELSEY	MILEAGE REIMBURSEMENT	42.12
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	100.00
	CINTAS CORP LOC. 342	RUG SERVICE	48.90
	SEICCA	MEMBERSHIP DUES-BROWN/HART	40.00
	GOOGLE LLC	MONTHLY SERVICE	396.00
	KCII	ADVERTISING	97.32
	KCTC	PHONE & INTERNET	1,010.88
	MCCUSKER, DEANNA	LODGING REIMBURSEMENT	800.00
	PIP PRINTING	ENVELOPES	1,068.68
	PURCHASE POWER	POSTAGE	5.53
	ROSIEN, JARON	MILEAGE REIMBURSMENT	155.68
	VERIZON WIRELESS	WIRELESS PHONES	108.03
	WASH CHAMBER OF COMMERCE	ANNUAL CONTRIBUTION	4,000.00
	WASHINGTON LUMBER	TAPE & DOOR SEAL	27.96
	WMPF GROUP LLC	LEGAL ADVERTISING	1,011.08
		TOTAL	**9,078.35**
AIRPORT	ACE-N-MORE	SUPPLIES	87.05
	BAUTISTA, YOLANDA	CLEANING	150.00
	CAPPS HOME REPAIR	SNOW REMOVAL	65.00
	CLOUDBURST 9	INTERNET	72.09
	KCII	ADVERTISING	97.32
	L.J. ROTH RECONSTRUCTION INC.	FURNACE SERVICE	209.87
	VERIZON WIRELESS	WIRELESS PHONES	50.80
	VETTER'S INC-CULLIGAN WATER	WATER	45.84
		TOTAL	**777.97**
ROAD USE	ACE-N-MORE	PLOW REPAIR	6.59
	ACE-N-MORE	MARKING PAINT	409.80
	ALLIANT ENERGY	ALLIANT ENERGY	65.48
	CENTRAL IOWA DISTRIBUTING	HAND TOWELS	157.00
	COBB OIL CO, INC.	FUEL	2,031.07
	COLEMAN CONSTRUCTION INC.	SNOW REMOVAL - 2471 HWY 92	240.00
	HIWAY SERVICE CENTER	TRUCK REPAIR	412.00
	IOWA PRISON INDUSTRIES	NO PARKING SIGNS	165.00
	LAWSON PRODUCTS INC	VEHICLE BULBS & SUPPLIES	7.48
	LED LIGHTING SOLUTIONS	FLASHING SIGNS	1,105.59

	LUKE'S HYDRAULIC SERVICE	LOADER REPAIR	667.80
	MIDWEST WHEEL	FLOOR MATS	139.75
	WELLINGTON, EARL	SCREW EXTRACTOR SET	155.00
		TOTAL	**5,562.56**
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	11,151.73
		TOTAL	**11,151.73**
HOTEL/MOTEL TAX	VORTEX DIGITAL BUSINESS SOLUTIONS, INC	CLOUD FLARE CDN-2022/MAINT	2,520.04
		TOTAL	**2,520.04**
CAPITAL PROJECTS	BOLTON & MENK, INC.	FUEL FARM	1,940.00
	WMPF GROUP LLC	LEGAL ADVERTISING	164.61
		TOTAL	**2,104.61**
TREE COMMITTEE	IGRAPHIX, INC	ENVELOPES & NOTE CARDS	250.00
	MCCONNELL, MARDE	REIMB- TREE SUPPLIES	61.00
		TOTAL	**311.00**
WATER PLANT	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	ALLIANT ENERGY	ALLIANT ENERGY	15,076.11
	COBB OIL CO, INC.	FUEL	49.40
	HOLT SUPPLY CORPORATION	SUPPLIES	37.40
	IAMU - IA ASSOC MUNICIPAL UTILITIES	MEMBERSHIP DUES 2022-2023	1,023.00
	JENNINGS, ELAINE	MILEAGE REIMBURSMENT	14.00
	KCTC	PHONE & INTERNET	165.72
	VERIZON WIRELESS	WIRELESS PHONES	46.39
		TOTAL	**16,447.02**
WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	1,151.86
	AGRILAND FS, INC	BULK GREASE	775.20
	AIR DR	FURNACE FILTER	32.00
	ALLIANT ENERGY	ALLIANT ENERGY	30.81
	BARRON MOTOR SUPPLY	TIRE PRESSURE TOOL	398.99
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	21.77
	COBB OIL CO, INC.	FUEL	920.86
	DOUDS STONE LLC	ROADSTONE	406.65
	HI-LINE INC	BATTERIES	43.14
	IAWEA	PACP CERTIFICATION-3 EMPLO	1,050.00
	IOWA ONE CALL	SERVICE	98.10
	KCTC	PHONE & INTERNET	99.87
	MIDWEST WHEEL	SUPPLIES	73.79
	RIVER PRODUCTS	CONCRETE SAND	393.16
	USA BLUEBOOK	MARKING FLAGS	358.33
	UTILITY EQUIPMENT CO	MATERIALS	3,572.45
	VERIZON WIRELESS	WIRELESS PHONES	106.01
		TOTAL	**9,532.99**
SEWER PLANT	ACE-N-MORE	PAINT/TOOLS/CLEANER/SUPPLIES	128.39
	ALLIANT ENERGY	ALLIANT ENERGY	665.03
	AMAZON CAPITAL SERVICES	NOTEBOOK FOLDERS	64.36
	ATCO INTERNATIONAL	SALT & CALCIUM TRUCK WASH	105.75
	COBB OIL CO, INC.	FUEL	231.58
	EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	1,709.40
	MARIE ELECTRIC INC.	HEATER REPAIR	97.50
	MOORE'S BP AMOCO, INC.	TOW WWTP TO CAPPER'S	85.00
	UNITED LABORATORIES	LIFT STATION DEGREASER	850.90

	VERIZON WIRELESS	WIRELESS PHONES	134.17
		TOTAL	**4,072.08**
SEWER COLLECTION	AGRILAND FS, INC	FUEL PUMP CONTROLLER	4,589.48
	ALLIANT ENERGY	ALLIANT ENERGY	2,168.52
	COBB OIL CO, INC.	FUEL	1,913.40
	IAWEA	PACP CERTIFICATION-3 EMPLO	3,000.00
	KCTC	PHONE & INTERNET	99.87
	MARTIN BROS EQUIPMENT	BACKHOE BUCKET CUTTING EDG	643.86
	MOSE LEVY CO INC	TUBE	46.68
	VERIZON WIRELESS	WIRELESS PHONES	92.78
		TOTAL	**12,554.59**
SEWER CAPITAL PROJ	FOX STRAND, INC	OLD WWTP DEMO	269.95
	WMPF GROUP LLC	LEGAL ADVERTISING	15.84
		TOTAL	**285.79**
SANITIATION	JOHNSON COUNTY REFUSE INC	RECYCLING AND REFUSE CITY	48,520.50
		TOTAL	**48,520.50**
		TOTAL	**142,285.20**

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
JANUARY 31, 2022

FUND	1/1/2022 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2022 ENDING CASH BALANCE
001-GENERAL FUND	1,321,582.06	177,571.63	-	276,653.49	-	1,222,500.20
002-AIRPORT FUND	327,995.00	3,723.69	-	2,188.88	-	329,529.81
010-CHAMBER REIMBURSEMENT	9,983.73	7,779.67	-	6,873.80	-	10,889.60
011-MAIN STREET REIMBURSEMENT	2,593.20	4,286.07	-	3,878.91	-	3,000.36
012-WEDG REIMBURSEMENT	3,388.78	7,622.10	-	6,976.87	-	4,034.01
050-DOWNTOWN INCENTIVE GRANT	63,473.15	-	-	-	-	63,473.15
110-ROAD USE	714,645.52	84,239.19	-	44,477.68	-	754,407.03
112-EMPLOYEE BENEFITS	-	14,922.89	-	14,922.89	-	-
114-EMERGENCY LEVY	-	1,358.21	-	1,358.21	-	-
121-LOCAL OPTION SALES TAX	-	90,509.04	-	90,509.04	-	-
122-LOST DEBT SERVICE	131,470.00	-	-	-	-	131,470.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	119,945.01	-	-	-	-	119,945.01
127-UNIF COMM UR - BRIARWOOD	1,153.92	-	-	-	-	1,153.92
129-SC RES UR	1,020.50	3,296.82	-	-	-	4,317.32
134-DOWNTOWN COMM UR	24,265.25	2,019.86	-	-	-	26,285.11
145-HOUSING REHABILITATION	(4,470.63)	16,642.02	-	1,970.21	-	10,201.18
146-LMI TIF SET-ASIDE	136,969.10	-	-	-	-	136,969.10
200-DEBT SERVICE	400,933.28	18,243.32	-	-	-	419,176.60
300-CAPITAL EQUIPMENT	(12,876.69)	-	-	-	-	(12,876.69)
301-CAPITAL PROJECTS FUND	378,856.65	91,229.55	-	50,830.87	-	419,255.33
305-RIVERBOAT FOUND CAP PROJ	251,759.64	-	-	-	-	251,759.64
308-INDUSTRIAL DEVELOPMENT	424,852.27	28,919.70	-	(11,945.79)	-	465,717.76
309-MUNICIPAL BUILDING	1,000.00	-	-	-	-	1,000.00
310-WELLNESS PARK	5,796.00	-	-	-	-	5,796.00
311-SIDEWALK REPAIR & REPLACE	48,346.86	48.00	-	-	-	48,394.86
312-TREE REMOVAL & REPLACE	19,788.59	-	-	-	-	19,788.59
315-RESIDENTIAL DEVELOPMENT	276,886.15	-	-	1,503.00	-	275,383.15
317-ARPA CAPITAL PROJECTS	541,726.66	268.04	-	-	-	541,994.70
510-MUNICIPAL BAND	4,263.16	-	-	-	-	4,263.16
520-DOG PARK	4,482.09	-	-	-	-	4,482.09
530-TREE COMMITTEE	11,795.78	-	-	393.94	-	11,401.84
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	1,983.63	50.00	-	-	-	2,033.63
545-SAFETY FUND	912.89	-	-	-	-	912.89
550-PARK GIFT	38,226.77	0.31	-	-	-	38,227.08
570-LIBRARY GIFT	368,098.94	644.41	-	3,240.25	-	365,503.10
580-CEMETERY GIFT	7,433.00	-	-	-	-	7,433.00
600-WATER UTILITY	601,391.49	145,881.97	-	162,784.95	-	584,488.51
601-WATER DEPOSIT FUND	30,310.00	1,500.00	-	1,050.00	-	30,760.00
603-WATER CAPITAL PROJECTS	(48,840.90)	65,200.02	-	65,200.02	-	(48,840.90)
610-SANITARY SEWER	699,389.04	195,649.48	-	91,579.22	-	803,459.30
613-SEWER CAPITAL PROJECTS	-	18,986.99	-	18,986.99	-	-
670-SANITATION	64,251.58	52,248.43	-	48,889.19	-	67,610.82
950-SELF INSURANCE	413,879.31	1,666.89	-	(1,583.47)	-	417,129.67
951-UNEMPLOYMENT SELF INS	82,071.93	111.92	-	5,557.74	-	76,626.11
TOTAL BALANCE	**7,554,493.57**	**1,034,620.22**	**-**	**886,296.89**	**-**	**7,702,816.90**

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	2,582,246.10 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	555,888.27	0.20%
Wash St - Farm Mgmt Acct	178,283.57	
Wash St Bank - CD 1/14/2019	520,127.62	0.65%
Wash St Bank - CD 08/30/2018	268,469.19	0.65%
Wash St Bank - ISC Account	3,597,452.15	0.40%
TOTAL CASH IN BANK	**7,702,816.90**	

(1) Washington State Bank	2,689,358.90
Outstanding Deposits & Checks/Wages payable	(107,112.80)
	2,582,246.10

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JANUARY 31, 2022

FUND	7/1/2022 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/31/2022 ENDING CASH BALANCE
001-GENERAL FUND	1,080,761.99	2,679,110.01	-	2,537,371.80	-	1,222,500.20
002-AIRPORT FUND	337,923.90	208,389.26	-	216,783.35	-	329,529.81
010-CHAMBER REIMBURSEMENT	8,656.20	52,126.93	-	49,893.53	-	10,889.60
011-MAIN STREET REIMBURSEMENT	-	50,579.33	-	47,578.97	-	3,000.36
012-WEDG REIMBURSEMENT	2,464.74	53,354.70	-	51,785.43	-	4,034.01
050-DOWNTOWN INCENTIVE GRANT	63,473.15	-	-	-	-	63,473.15
110-ROAD USE	577,226.05	658,192.93	-	481,011.95	-	754,407.03
112-EMPLOYEE BENEFITS	-	417,447.01	-	417,447.01	-	-
114-EMERGENCY LEVY	-	37,129.01	-	37,129.01	-	-
121-LOCAL OPTION SALES TAX	-	778,683.92	-	778,683.92	-	-
122-LOST DEBT SERVICE	-	157,940.00	-	26,470.00	-	131,470.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	96,317.62	35,171.82	-	11,544.43	-	119,945.01
125-UNIF COMM UR-NE IND	-	36,173.04	-	36,173.04	-	-
127-UNIF COMM UR - BRIARWOOD	-	15,762.40	-	14,608.48	-	1,153.92
129-SC RES UR	145.15	48,167.84	-	43,995.67	-	4,317.32
132-UNIF COMM UR - EBD	-	20,665.08	-	20,665.08	-	-
133-UNIF COMM UR-IRE	-	56,127.98	-	56,127.98	-	-
134-DOWNTOWN COMM UR	-	97,277.51	-	70,992.40	-	26,285.11
145-HOUSING REHABILITATION	22,652.47	44,654.02	-	57,105.31	-	10,201.18
146-LMI TIF SET-ASIDE	123,455.03	14,997.83	-	1,483.76	-	136,969.10
200-DEBT SERVICE	18,859.65	522,955.70	-	122,638.75	-	419,176.60
300-CAPITAL EQUIPMENT	65,177.10	10,325.00	-	88,378.79	-	(12,876.69)
301-CAPITAL PROJECTS FUND	394,856.11	517,653.11	-	493,253.89	-	419,255.33
305-RIVERBOAT FOUND CAP PROJ	-	501,759.64	-	250,000.00	-	251,759.64
308-INDUSTRIAL DEVELOPMENT	418,347.52	99,724.27	-	52,354.03	-	465,717.76
309-MUNICIPAL BUILDING	-	1,000.00	-	-	-	1,000.00
310-WELLNESS PARK	1,000.00	4,796.00	-	-	-	5,796.00
311-SIDEWALK REPAIR & REPLACE	44,115.08	5,639.78	-	1,360.00	-	48,394.86
312-TREE REMOVAL & REPLACE	34,169.59	5,000.00	-	19,381.00	-	19,788.59
315-RESIDENTIAL DEVELOPMENT	269,060.53	23,923.72	-	17,601.10	-	275,383.15
317-ARPA CAPITAL PROJECTS	-	541,994.70	-	-	-	541,994.70
510-MUNICIPAL BAND	4,463.16	-	-	200.00	-	4,263.16
520-DOG PARK	4,579.10	88.00	-	185.01	-	4,482.09
530-TREE COMMITTEE	11,339.70	925.00	-	862.86	-	11,401.84
540-POLICE FORFEITURE	3,794.72	1,709.99	-	913.85	-	4,590.86
541-K-9 PROGRAM	1,287.62	850.00	-	103.99	-	2,033.63
545-SAFETY FUND	5,096.57	384.08	-	4,567.76	-	912.89
550-PARK GIFT	37,763.43	463.65	-	-	-	38,227.08
570-LIBRARY GIFT	355,590.73	19,754.51	-	9,842.14	-	365,503.10
580-CEMETERY GIFT	7,488.00	-	-	55.00	-	7,433.00
600-WATER UTILITY	434,776.28	1,041,410.48	-	891,698.25	-	584,488.51
601-WATER DEPOSIT FUND	28,810.00	11,400.00	-	9,450.00	-	30,760.00
602-WATER SINKING	-	40,360.00	-	40,360.00	-	-
603-WATER CAPITAL PROJECTS	10,134.30	140,863.55	-	199,838.75	-	(48,840.90)
610-SANITARY SEWER	431,656.39	1,463,229.33	-	1,091,426.42	-	803,459.30
612-SEWER SINKING	-	204,330.00	-	204,330.00	-	-
613-SEWER CAPITAL PROJECTS	-	156,328.39	-	156,328.39	-	-
670-SANITATION	69,854.34	355,530.54	-	357,774.06	-	67,610.82
950-SELF INSURANCE	383,887.37	50,705.95	-	17,463.65	-	417,129.67
951-UNEMPLOYMENT SELF INS	79,348.13	3,130.85	-	5,852.87	-	76,626.11
TOTAL BALANCE	**5,507,701.72**	**11,188,186.86**	**-**	**8,993,071.68**	**-**	**7,702,816.90**

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	2,582,246.10 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	555,888.27	0.20%
Wash St - Farm Mgmt Acct	178,283.57	
Wash St Bank - CD 1/14/2019	520,127.62	0.65%
Wash St Bank - CD 08/30/2018	268,469.19	0.65%
Wash St Bank - ISC Account	3,597,452.15	0.40%
TOTAL CASH IN BANK	**7,702,816.90**	

(1) Washington State Bank	2,689,358.90
Outstanding Deposits & Checks/Wages payable	(107,112.80)
	2,582,246.10

SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. **APPLICANT INFORMATION**

Name/Event: Flightline Live & Women in Business

Coordinator: Alisha Davis & Michelle Redlinger

Contact Number: 319-750-1546

Email Address: alisha@washingtoniowa.org

2. **EVENT INFORMATION**

Event Description: Flightline Live concert downtown in central park on June 4th.
Women in Business-Brunch in Central Park to celebrate women in business in our community. Provide awareness for services for women in business.

Days/Dates of Event: Flightline Live-June 4th Women in Business-August 1

Time(s) of Event: (Include Set Up/Tear Down Time) Flightline Live- Friday set up/Sunday tear down
Women in Business- Morning set up/afternoon tear down

Event Location: Central Park

Will event require an alcohol license or require modification of an existing license? __X__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.

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

Description: Flightline Live-Marion Ave Westbound closed for food vendors. See Map for Details.

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

Letter delivered to all businesses and residents downtown within one month of events.

Other Requests

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

__X__ Use of City Park (specify park : Electrical Needs: Bandstand and pole outlets

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

_____ Fireworks (specify location :)

X____ Use of gators/UTV/ATV on City streets

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

X__ 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**

__X__ Street barricades

__X__ Emergency "No Parking" Signs

__X__ Traffic cones

__X__ Picnic Tables

X__ Yield signs for crosswalks

X__ Garbage/Recycling Barrels

__X__ Street Sweeping following (parades)

____ Other (please specify :)

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

X____ Amplified Sound/Speaker System

X____ Public Address System

X____ Recorded/Live Music

X____ 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? __X__ Yes _____ No If yes, how many? 7____
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? __X__ Yes __2__ No If yes, how many?)

Contact Person: Curry's Transportation Phone: 319-212-4366

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.

__X__ 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.

Alisha Davis & Michelle Redlinger — 2/9/22

Applicant/Sponsor Signature — Date

DEPARTMENT APPROVALS

Indicate Date Contacted	**The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.**			
2/9/22	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	Police Chief	Jim Lester	319-458-0264	jlester@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	Streets	JJ Bell	319-653-1538	jjbell@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	Parks	Nick Pacha	319-321-4886	npacha@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us			
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

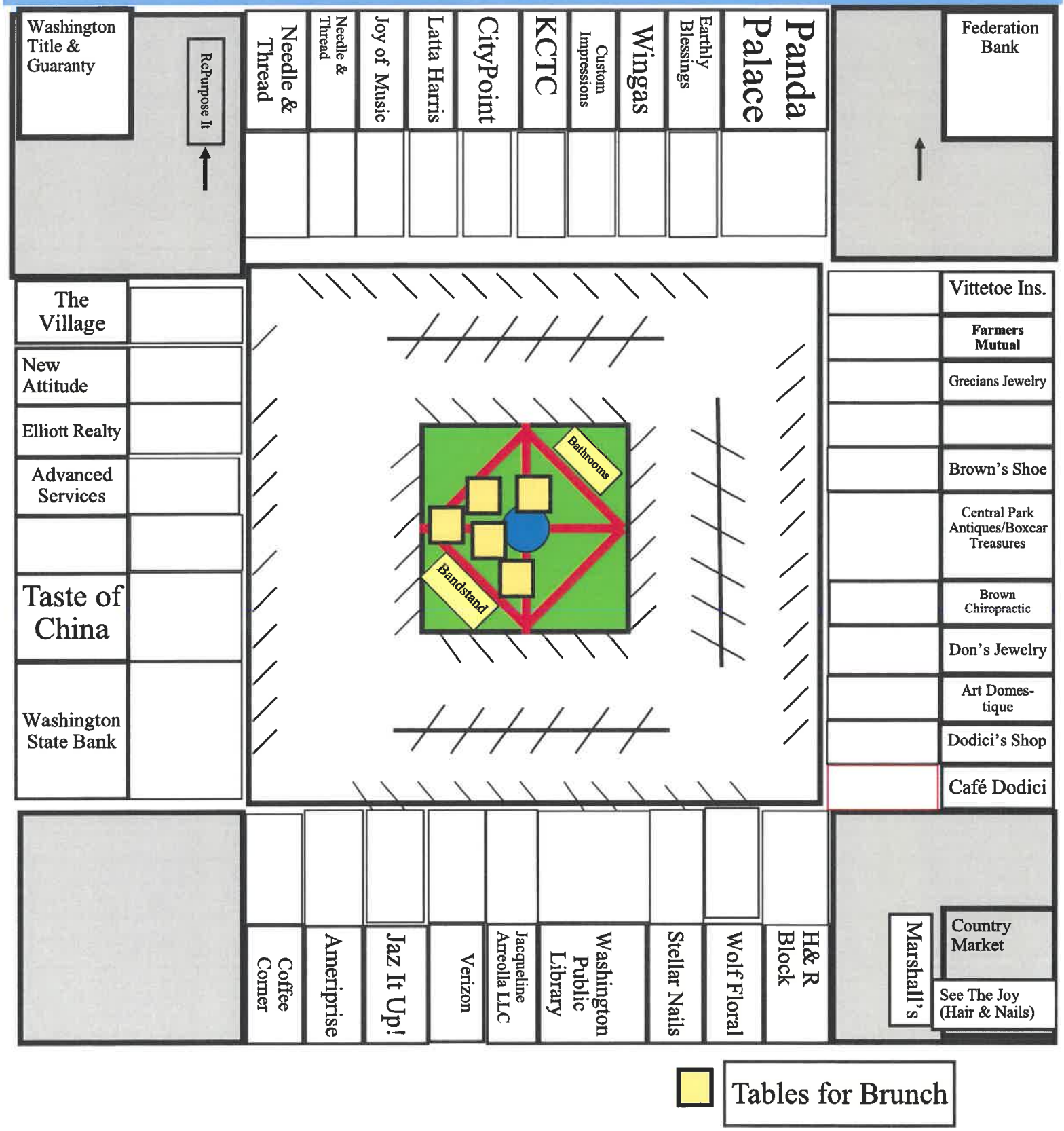
Approved: _____ Denied: _____

City Clerk Signature — Date of Action

CONDITIONS IMPOSED: _____

Women in Buisness

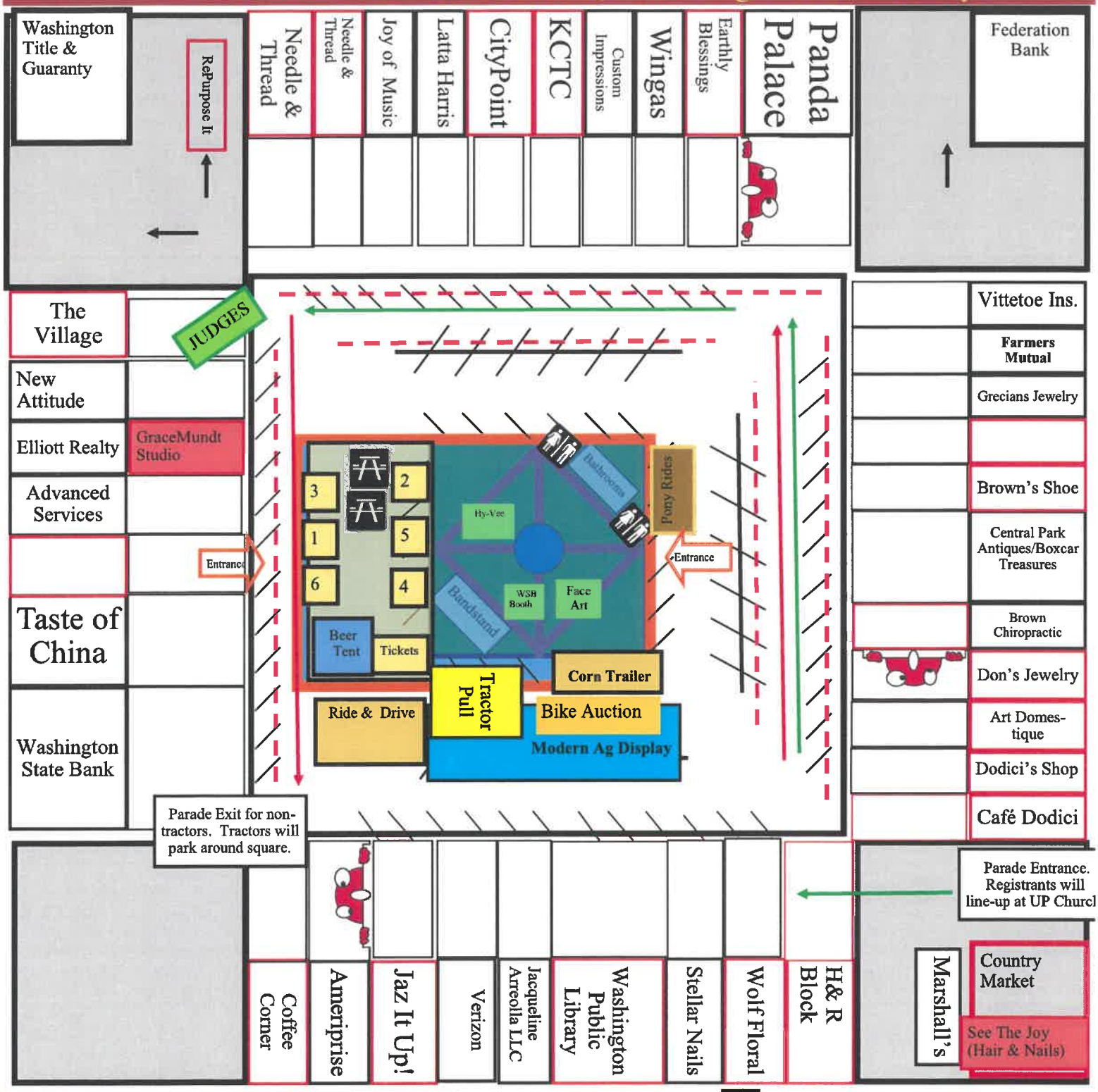
Monday, August 1st, 2022 8a.m.-12 p.m.



Tables for Brunch

Washington Downtown Street Closures & Activities

2022 Summer Classic: **SATURDAY,** June 4– Ag & Ridiculous Day



SNOW FENCE: Friday & Saturday

Food Court: Friday & Saturday

Open/ Sales

JUDGES

Bike Auction

Bathrooms

Electricity

KCII Schedule
1-6:3pm

Bandstand Schedule
See spreadsheet.

June 4 Tractor Parade Route
Downtown Arrival, Apprx 6pm

June 4 No Parking 1—6pm for Ridiculous Day parade
Ridiculous Day Parade Route, Apprx 5:30pm

1 Jerry + Margie's Catering

2 DeLovely's Delicious Mini Donuts

3 Stone Wall Brick Oven Pizza

4 Sweet P's Concessions

5 Lugo's Gourmet Popcorn

6 A Treat From Mexico

7 Pork Producers

8 Mango Jaziel Refresqueria

SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. **APPLICANT INFORMATION**

Name/Event: WCHC's KidzFest

Coordinator: Greta Clemons

Contact Number: 319-863-3921

Email Address: gclemons@wchc.org

2. **EVENT INFORMATION**

Event Description: KidzFest is designed to promote health, wellness and safety to youth in Washington and the surrounding area. It is an evening of entertainment, activities and food for everyone.

Days/Dates of Event: Friday, May 13th

Time(s) of Event: (Include Set Up/Tear Down Time) May 12 @ 8pm - May 13 @ 9pm

Event Location: Central Park

Will event require an alcohol license or require modification of an existing license? _____Yes _X_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.

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

Description: Thursday, May 12 - Close parking spaces curbside of Central Park. Friday, May 13 - Close inner most traffic lane & inner row of center parking around Central Park

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

Post cards to businesses and residents in mailboxes

Other Requests

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

_X_ Use of City Park (specify park : Central
Electrical Needs: light post electricity
(need uncovered)

_____ 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**

_X_ Street barricades

_____ Emergency "No Parking" Signs

_X_ Traffic cones

_X_ Picnic Tables

____ Yield signs for crosswalks

_X_ 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):

_X_ 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? _X_ Yes _____ No If yes, how many? _2_
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? _X_ Yes ____ No If yes, how many?) 5

Contact Person: Cindy Miller Phone: 319-354-0047

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.

[signature] 2/10/22

Applicant/Sponsor Signature Date

DEPARTMENT APPROVALS

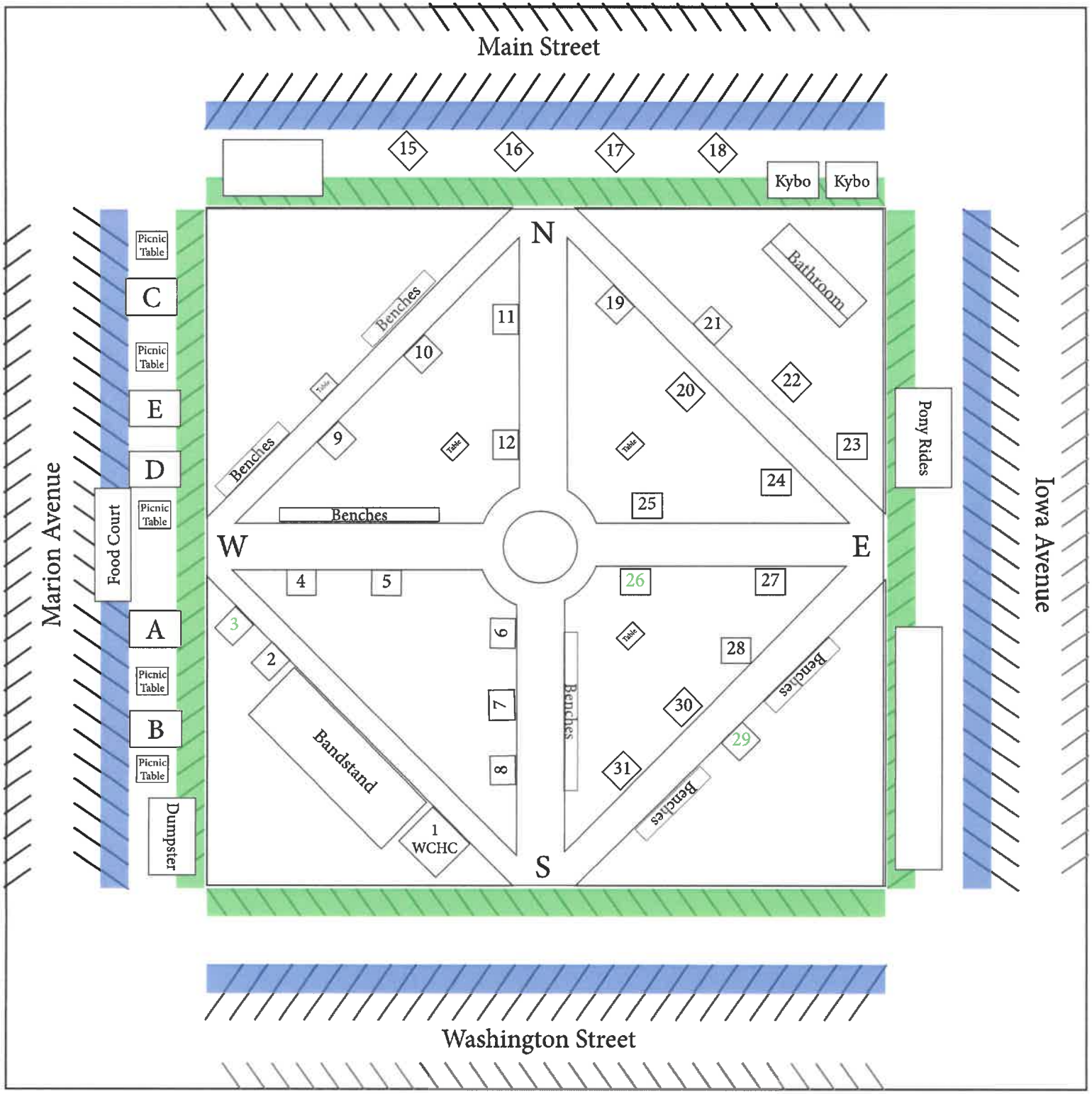
Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
1/27/22	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	Police Chief	Jim Lester	319-458-0264	jlester@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtoniowa.gov
	Comments/Restrictions: 1 lane open & accessible for emergency vehicles			
2/9/22	Streets	JJ Bell	319-653-1538	jjbell@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	Parks	Nick Pacha	319-321-4886	npacha@washingtoniowa.gov
	Comments/Restrictions:			
2/9/22	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: _____



Thursday, May 12th, 8 pm
close parking spaces curbside of Central Park

Friday, May 13th, 12 pm
close inner most traffic lane and inner row of center parking around Central Park

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2021

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
LMC Insurance & Risk Management, Inc.
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Kelly Krahl
PHONE (A/C, No, Ext): 515-453-9318 FAX (A/C, No): 515-244-9535
E-MAIL ADDRESS: kelly.krahl@lmcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MMIC Insurance, Inc.	16942
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WASHCOU-01
Washington County Hospital
400 E. Polk
PO Box 909
Washington IA 52353

COVERAGES **CERTIFICATE NUMBER:** 1060698355 **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	X COMMERCIAL GENERAL LIABILITY			IHP000072	5/30/2021	5/30/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			IHP000072	5/30/2021	5/30/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability Excess Profesional Liability			106518502	5/30/2021	5/30/2022	Per Claim: $1,000,000 Limit: Claims Made	Agg: $3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: David B Kuhns, MD - retro date: 07/01/2020 is a covered employee under the above captioned policy

CERTIFICATE HOLDER

To Whom it May Concern

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Case Report

01/24/2022 - 02/09/2022

Case Date	Main Status	Actions Taken	Method of Warning	Parcel Address	Description
2/9/2022	Open	took pictures called landlord	Phone Call	219 W MAIN ST	dog feces on terrace
2/9/2022	Open	took pictures called landlord	Phone Call		dog feces on terrace
2/9/2022	Open		Phone Call	904 E TYLER ST	parked on grass
2/9/2022	Open	took pictures	Letter	1103 E 3RD ST	junk vehicle, appliance outside, other trash
2/9/2022	Open	took pictures	Letter	1104 E 2ND ST	junk vehicle
2/8/2022	Open	took pictures	Letter	623 N C AVE	indoor furniture, TV and tires outside
2/8/2022	Open	took picture	Letter	608 E 2ND ST	junk vehicle
2/7/2022	Open		Phone Call	615 N 7TH AVE	parked on grass
2/4/2022	Open		Email	622 S 2ND AVE	trailer on grass
2/3/2022	Open		Email	727 S 3RD AVE	vehicles on grass
2/3/2022	Closed		Phone Call	921 E 2ND ST	truck on grass
2/3/2022	Open	sent letter to landlord and renter on 2/08	Phone Call	902 E 2ND ST	vehicles on grass
2/3/2022	Open		Phone Call	902 E MAIN ST	indoor furniture outside
2/2/2022	Closed		Hanger	902 N MARION AVE	mattresses outside

2/2/2022	Closed	talked to landlord	Phone Call	800 E MADISON ST	indoor furniture at curb
2/1/2022	Closed	left message	Phone Call	521 N 4TH AVE	north sidewalk needs cleaned
2/1/2022	Open		Email	1401 N 6TH AVE	empty lot on N 5th sidewalk
2/1/2022	Open		Email	1405 N 6TH AVE	sidewalk on empty lots on N 5th
1/31/2022	Closed		Phone Call	1021 W MADISON ST	sidewalk needs shovel on Madison
1/31/2022	Closed		Phone Call	514 W MADISON ST	sidewalk needs clean
1/31/2022	Closed		Phone Call	515 N 2ND AVE	citizen called to report ice on sidewalk
1/27/2022	Open		Email	415 E MADISON ST	windows need replaced of boarded up
1/27/2022	Open	gave 48 hr notice to remove took more pictures 1/28/22	Phone Call	1212 E 2ND ST	dogs in house

Total Records: 23

2/10/2022

RESOLUTION NO. 2022-___
A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2022 EAST ADAMS STREET IMPROVEMENTS PROJECT

WHEREAS, Garden & Associates, Ltd. has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as "2022 East Adams Street Improvements Project"; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published on February 3, 2022, required by law.

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

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

PASSED AND APPROVED, this 15th day of February, 2022.

_____
Jaron P. Rosien, Mayor

ATTEST:

_____
Sally Y. Hart, City Clerk

NOTICE OF PUBLIC HEARING

ADAMS STREET RECONSTRUCTION
WASHINGTON, IOWA
2022

The City Council of Washington, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of certain improvements and work incidental thereto described in general as "Adams Street Reconstruction - Washington, Iowa - 2022" and as described in detail in the Plans and Specifications for said improvements now on file in the office of the City Clerk.

The public hearing will be held at **6:00 P.M.** on **Tuesday**, **February 15th, 2022**, in the City Council Chambers, City Hall, City of Washington, 215 E. Washington Street, Washington, Iowa in accordance with the provisions of Chapter 384, Code of Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project

The description of work is generally as follows:

Clearing and Grubbing – Lump Sum; Excavation, Class 10 – 3,900 CY; Subgrade Preparation, (12" Thick) – 9,810 SY; Subbase, Modified – 9,810 SY; Compaction Testing – Lump Sum; Trench Foundation – 50 TON; Trench Compaction Testing (Water Main & Storm Sewer) – Lump Sum; Storm Sewer Trenched, PVC, 8" – 20 LF; Storm Sewer Trenched, 12" – 36 LF; Storm Sewer Trenched, 15" – 607 LF; Storm Sewer Trenched, 18" – 88 LF; Storm Sewer Trenched, 24" – 50 LF; Removal of Storm Sewer, All Types, ≤ 24" – 885 LF; Subdrain (Longitudinal), 4" – 5,005 LF; Subdrain Outlets and Connections, 4" or 6" - 25 EA.; Storm Sewer Service Stub, PVC, 4" – 200 LF; Water Main, Trenched, PVC, 4" – 20 LF; Water Main, Trenched, PVC, 6" – 35 LF; Water Main, Trenched, PVC, 8" – 1,550 LF; Water Main, Trenchless, RJ (Restrained Joint) DIP, 8" – 120 LF; Water Service Pipe, Type K Copper, 1" – 300 LF; Water Service Corporation, 1" – 8 EA; Water Service Curb Stop and Box, 1" – 8 EA; Gate Valve, 4" – 1 EA; Gate Valve, 8" – 6 EA; Tapping Valve Assembly, 4" x 4" – 1 EA; Tapping Valve Assembly, 12" x 8" – 1 EA; Fire Hydrant Assembly – 5 EA; Fire Hydrant Assembly Removal – 3 EA; Valve Box Removal – 4 EA; Water Main Connection No. 1 – Lump Sum; Water Main Connection No. 2 – Lump Sum; Water Main Connection No. 3 – Lump Sum; Water Main Connection No. 4 – Lump Sum; Water Main Connection No. 5 – Lump Sum; Water Main Connection No. 6 – Lump Sum; Water Main Connection No. 7 – Lump Sum; Lower Existing Water Main – 1 EA; Manhole, SW-401, 48" Dia. – 1 EA; Manhole, SW-401, 60" Dia. – 1 EA; Manhole, SW-402, 4' x 6' – 1 EA; Intake, SW-501 – 6 EA; Intake, SW-502, 48" Dia. – 1 EA; Intake, SW-503 – 2 EA; Intake, SW-503, Modified – 1 EA; Intake, SW-504, Modified – 2 EA; Intake, SW-512, Case 1, 18" Riser – 2 EA; Manhole Adjustment, Minor – 14 EA; Intake Adjustment, Minor – 1 EA; Connection to Existing Manhole – 2 EA; Remove Manhole – 3 EA; Remove Intake – 4 EA; Connection to Existing RCAP – 1 EA; Pavement, PCC, 7" Thick – 8,750 SY; PCC Pavement Samples and Testing – Lump Sum; Removal of Sidewalk – 25 SY; Removal of Driveway – 407 SY; Removal of Curb – 7 LF; Sidewalk, PCC, 4" Thick – 703 SY; Sidewalk, PCC, 6" Thick – 871 SY; Detectable Warnings – 134 SF; Driveway, Paved, PCC, 6" Thick – 654 SY; Driveway, Granular (Class 'A' Crushed Stone, IDOT Gradation No. 11) – 5 TON; Pavement Removal – 5,402 SY; Temporary Traffic Control – Lump Sum; Hydraulic Seeding, Seeding, Fertilizing, and

Mulching – Lump Sum; SWPPP Preparation – Lump Sum; SWPPP Management – Lump Sum; Silt Fence – 1,000 LF; Silt Fence, Removal of Sediment – 1,000 LF; Silt Fence, Removal of Device – 1,000 LF; and Mobilization – Lump Sum.

This Notice is given by authority of the City of Washington, Iowa.

Jaron Rosien, Mayor
City of Washington, Iowa

ATTEST:

Sally Hart, City Clerk

This Notice published in the Washington Evening Journal.

NOTICE TO PROCEED

Dated: _____

TO: _____
(Contractor)

ADDRESS: _____

_____

PROJECT: _____

JURISDICTION's CONTRACT NO. _____

CONTRACT FOR _____

_____

You are notified that the Contract Times under the above contract will commence to run on _____, 2020. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the contract, the work will be fully completed and ready for final payment on or before _____, _____.

Before you may start any Work at the site, the General Provisions and Covenants provides that you deliver (with copies to ENGINEER and other identified additional insured) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must

_____

_____

_____

_____

_____
(Jurisdiction)

By: _____
(Authorized Signature)

_____
(Title)

EAST ADAMS STREET RECONSTRUCTION WASHINGTON, IOWA

2022

Materials and construction shall be in accordance with the SUDAS Standard Specifications, 2022 Edition, plus current Supplemental Specifications and Special Provisions.

PRELIMINARY
NOT FOR CONSTRUCTION

SHEET INDEX	
SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	LEGEND, GENERAL NOTES AND LOCATION MAP
B.01	TYPICAL SECTIONS AND DETAILS
C.01	PROJECT TABULATIONS AND QUANTITIES
D.01 - D.02	EXISTING CONDITIONS AND REMOVALS
D.03 - D.07	PLAN AND PROFILE SHEETS
J.01	TEMPORARY TRAFFIC CONTROL
L.01 - L.03	INTERSECTION DETAILS
M.01 - M.03	STORM SEWER PLAN AND PROFILE
S.01 - S.02	SIDEWALK RAMP DETAILS
SW.01 - SW.02	WATER MAIN PLAN
W.01 - W.05	CROSS SECTIONS
27	TOTAL SHEETS

LICENSED PROFESSIONAL ENGINEER
JADE PORTE
11716

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jade Porte, P.E. Date

License Renewal Date is December 31, 2021

Pages or Sheets covered by this seal: All Sheets

PRELIMINARY

IOWA ONE CALL
1-800-292-8989
Call Before You Dig!
Call the toll-free number at least 48 hours prior to ALL excavations in Iowa.

© COPYRIGHT 2021 GARDEN & ASSOCIATES, LTD.
GARDEN & ASSOCIATES, LTD. RETAINS PROPRIETARY OWNERSHIP, INCLUDING COPYRIGHTS, TO THIS DOCUMENT. THIS DOCUMENT AND ALL INFORMATION CONTAINED ARE THE EXCLUSIVE PROPERTY OF GARDEN & ASSOCIATES, LTD. AND MAY NOT BE USED, REPRODUCED, OR REVEALED TO WITHOUT PRIOR WRITTEN CONSENT AND COMPLETE PARTICIPATION OF GARDEN & ASSOCIATES, LTD.

GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS
208 N. 1st Street Hwy. Suite 1
P.O. Box 111
Columbus Junct 52777
641.672.5420 Phone
641.672.2665 Fax
800.421.2574 Iowa 1st Free
608 Washington Ave.
P.O. Box 1
Washington 52353
641.653.4000 Phone
641.653.2115 Fax
email@gardenassociates.net

EAST ADAMS STREET
RECONSTRUCTION
WASHINGTON, IOWA

© COPYRIGHT 2021 GARDEN & ASSOCIATES, LTD.

SHEET TITLE: TITLE SHEET

SCALE: NO SCALE

DRAWN BY: KJR

APPROVED: JP

REVISIONS:

DATE: NOV. 11, 2021

PROJECT NO.: 5019061

SHEET NO.: A.01

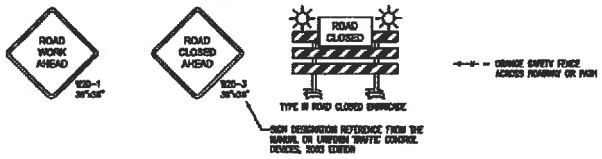
GENERAL TEMPORARY TRAFFIC CONTROL NOTES

1. TEMPORARY TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF AND PROVIDED BY THE CONTRACTOR. FURNISH, ERECT, OPERATE, MAINTAIN, MOVE, AND REMOVE ALL TRAFFIC CONTROL DEVICES REQUIRED. COMPLY WITH THE CURRENT EDITION OF THE MUTCD AS ADOPTED BY THE IOWA DOT. ADDITIONALLY, COMPLY WITH THE CITY OF WASHINGTON REQUIREMENTS FOR ALL TEMPORARY TRAFFIC CONTROL WITH THE RIGHT-OF-WAY.
2. ALL EMERGENCY SERVICES AND SCHOOL DISTRICT SHALL BE NOTIFIED UPON TRAFFIC CONTROL DEVICES BEING INSTALLED AND PRIOR TO ANY CHANGES IN TRAFFIC CONTROL DEVICES BEING MADE.
3. NOT ALL TRAFFIC CONTROL DEVICES MAY BE SHOWN ON THE TEMPORARY TRAFFIC CONTROL PLAN. PRIOR TO ANY CHANGES BEING MADE TO THE TEMPORARY TRAFFIC CONTROL PLAN, THE CONTRACTOR SHALL SUBMIT A REVISED PLAN TO THE JURISDICTION FOR REVIEW AND APPROVAL, PRIOR TO INSTALLATION.

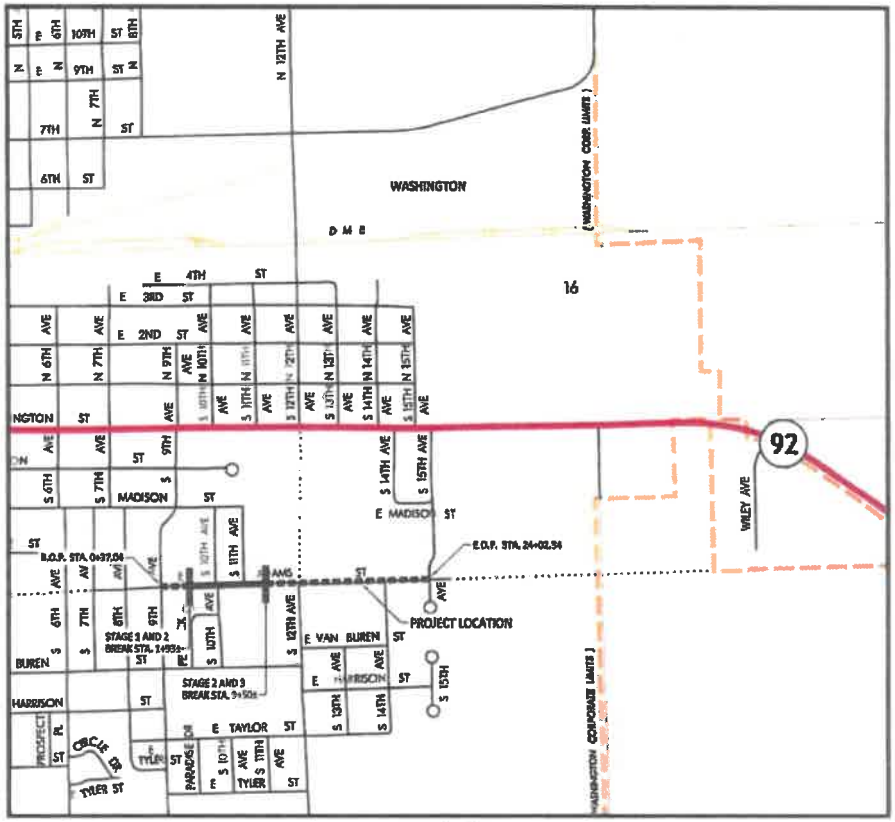
STAGED CONSTRUCTION NOTES

1. THIS PROJECT SHALL CONSIST OF 3 STAGES OF CONSTRUCTION.
2. EAST ADAMS STREET WILL BE CLOSED TO THROUGH TRAFFIC FOR THE DURATION OF ALL STAGES OF CONSTRUCTION.
3. STAGE 1 CONSTRUCTION SHALL CONSIST OF STORM SEWER, WATER MAIN, GRADING, AND PAVEMENT CONSTRUCTION FROM B.O.P. TO APPROXIMATELY STA. 1+93. DRIVEWAY ACCESS ON NORTH SIDE OF EAST ADAMS STREET AT APPROXIMATELY STA. 1+93 SHALL BE MAINTAINED AT ALL TIMES DURING STAGE 1 AND 2 CONSTRUCTION.
4. DURING STAGE 1 CONSTRUCTION, WATER MAIN MAY BE CONSTRUCTED TO E.O.P. PROVIDED ANY ROAD CLOSURES ARE TEMPORARY, AS APPROVED BY THE JURISDICTION. CONTRACTOR WILL BE REQUIRED TO PROVIDE TEMPORARY CURBLINE SURFACING AS DIRECTED BY THE JURISDICTION AS NO ADDITIONAL COST FOR ANY SURFACING DISTURBED BEYOND STA. 1+93 DURING STAGE 1 CONSTRUCTION.
5. STAGE 2 CONSTRUCTION SHALL CONSIST STORM SEWER, WATER MAIN, GRADING, AND PAVEMENT CONSTRUCTION FROM END OF STAGE 1 TO APPROXIMATELY STA. 9+50.
6. SOUTH 10TH AND 11TH AVENUES MAY BE CLOSED TO THROUGH TRAFFIC FOR DURATION OF STAGE 2 CONSTRUCTION.
7. STAGE 3 CONSTRUCTION SHALL CONSIST OF REMAINDER OF CONSTRUCTION REQUIRED TO COMPLETE PROJECT FROM END OF STAGE 2 TO E.O.P.
8. SOUTH 13TH AND 14TH AVENUES MAY BE CLOSED TO THROUGH TRAFFIC FOR DURATION OF STAGE 3 CONSTRUCTION.
9. SOUTH 15TH AVENUE SHALL REMAIN OPEN TO THROUGH TRAFFIC FOR DURATION OF PROJECT.

SIGNAGE/TRAFFIC CONTROL LEGEND | LETTER AND SYMBOL DESIGNATIONS



NOTES:
PROVIDE ADVANCED ROAD WORK AND ROAD CLOSED AHEAD SIGNS AT REQUIRED LOCATIONS. PROVIDE TYPE III ROAD CLOSED BARRICADES WITH ORANGE SAFETY FENCE AT ALL BEGINNINGS AND ENDS OF SUCH CONSTRUCTION AND ALL LOCATIONS NECESSARY TO PREVENT TRAFFIC FROM ENTERING THE SITE.



LOCATION MAP
SCALE: 1" = 500'

GARDEN & ASSOCIATES, LTD.
ENGINEERS & SURVEYORS
1205 3rd Avenue East, Suite 1
P.O. Box 1027
Oskaloosa, Iowa 52577
641 673-3258 Phone
641 673-3505 Fax
800 691-2254 Iowa Toll Free
210 Wyoming Ave
P.O. Box 1027
Fairfield, Iowa 52556
641.472.4008 Phone
641.472.4119 Fax
admin@gardenassociates.net

EAST ADAMS STREET RECONSTRUCTION WASHINGTON, IOWA

© COPYRIGHT 2021 GARDEN & ASSOCIATES, LTD.

SHEET TITLE
TEMPORARY TRAFFIC CONTROL

SCALE: NO SCALE

DRAWN BY: KJR

APPROVED: JP

REVISIONS:

DATE: NOV. 11, 2021

PROJECT NO.: 5019861

SHEET NO.: J.01

DETAILED SPECIFICATION REQUIREMENTS

Index

Part 1 General
1.01 Section Includes
1.02 Modifications and/or Addenda
1.03 Connection to Existing Water Main

****

Part 1 General

1.01 Section Includes

A. Modifications and/or addenda to the SUDAS Standard Specifications.
B. Project specific materials and products to be incorporated into the work.
C. Project specific special construction procedures or requirements applicable to the work.
D. Additional payment items not set forth in the specific Section of the specifications for which the work pertains.

1.02 Modifications and/or Addenda

A. On Page 4 of Section 1080 – PROSECUTION AND PROGRESS, delete subparagraph 1.06 B. 2. in its entirety and substitute the following:

"2. After Commencement of Work: One full working day will be charged for any weekday, exclusive of Saturdays, Sundays, or a recognized legal holiday, when weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work as determined by the Engineer. If such conditions allow operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, one-half working day will be charged.

Working days will not be charged for Saturdays (unless a mandatory six-day work week is specified in the contract documents), Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Saturdays, Sundays, and recognized legal holidays the contractor does work. It is the intent of the contract documents to charge working days for any day the Contractor works. A mandatory six-day work week is not required."

B. On Page 3 of Section 9010 – Seeding, delete paragraph 1.08B and substitute the following.

"B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:
1. Measurement: Lump Sum item; no measurement will be made.
2. Payment: Payment will be made at the contract lump sum price.
3. Includes: Lump sum price includes, but not limited to removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed; furnishing and placing fertilizer and mulch."

1.03 Connection to Existing Water Main

A. General:
1. Furnish and install all labor, equipment, and materials to connect new water main to the existing system as shown on plans.

B. Measurement and Payment:
1. Connections to Existing Water Main will be paid for at the contract lump sum price bid. Lump sum price includes excavation, removal of existing pipe, all fittings required (excluding valves), thrust blocks, backfill, and miscellaneous associated work. Lump sum price bid shall be full compensation for all work and material required excluding valves and straight pipe.

C. Products:
1. Furnish products in accordance Specifications for Water Main Construction, and as shown on plans.

D. Execution:
1. Install pipe, fittings and valves as required to make connections to the existing water main system as shown on plans and in accordance with Sections 5010 and 5020 of the specifications.
2. Construct trench and place backfill material in accordance with Section 3010 of the specifications.

DETAILED SPECIFICATION REQUIREMENTS

CONTRACT NO. _____
DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Washington, Iowa this ___day of _____, 2020, by and between the City of Washington, Iowa, hereinafter called the "Jurisdiction", and ____ _____, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction in the office of City Clerk, City of Washington, Iowa 215 East Washington Street, Washington, Iowa 52353. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders for the following described improvements:

ADAMS STREET RECONSTRUCTION
WASHINGTON, IOWA
2022

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars ($_____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction. Work shall be fully complete and ready for final payment within 90 working days. Liquidated damages in the amount of Seven Hundred Dollars ($750.00) per working day will be assessed for each day that the work shall remain uncompleted after the end of the contract period.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION	CONTRACTOR
By _____	_____ Contractor
(Seal) ATTEST:	By _____ Signature
_____	_____ Title
	_____ Street Address
	_____ City, State, Zip Code
	_____ Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number __ __ __ __ __-__ __ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Department of Workforce Development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
   B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of_____)
) SS
_____County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____,20 ___

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____County)

On this ____ day of _____, 20 ___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

_____
Notary Public in and for the State of_____
My commission expires _____, 20 ___

CONTRACT ATTACHMENT: ITEM 1: BID ITEMS, QUANTITIES AND PRICES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE OF LETTING AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE OWNER. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____
_____	_____	_____	$_____	$_____

TOTAL CONSTRUCTION COST $_____

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the City of Washington, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ _____ DOLLARS ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the "Jurisdiction", bearing date the _____ day of _____, _____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

ADAMS STREET RECONSTRUCTION
WASHINGTON, IOWA
2022

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of _____DOLLARS ($_____), which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the "Jurisdiction" from all outlay and expense incurred by the "Jurisdiction" by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is

given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the 'Jurisdiction" is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the "Jurisdiction" reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the "Jurisdiction" all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the "Jurisdiction" at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the "Jurisdiction" including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the "Jurisdiction's" staff attorneys), and all costs and expenses of litigation as they are incurred by the "Jurisdiction". It is intended the Contractor and Surety will defend and indemnify the "Jurisdiction" on all claims made against the "Jurisdiction" on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the "Jurisdiction" will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the "Jurisdiction" incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the "Jurisdiction" whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Washington County, State of Iowa. If legal action is required by the "Jurisdiction" to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the "Jurisdiction", the Contractor and the Surety agree, jointly and severally, to pay the "Jurisdiction" all outlay and expense incurred therefor by the "Jurisdiction". All rights, powers, and remedies of the "Jurisdiction" hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

_____

_____
Name of Resident Commission Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

FORM APPROVED BY:

_____

PRINCIPAL:

_____
Contractor

By: _____
Signature

_____
Title

SURETY:

_____
Surety Company

By: _____
Signature Attorney-in-Fact Officer

_____
Name of Attorney-in-Fact Officer

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

NOTE:
1. **All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
2. **This bond must be sealed with the Surety's raised, embossing seal.**
3. **The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

SUPPLEMENTARY CONDITIONS

Supplementary Conditions

These Supplementary Conditions amend or supplement the Division 1 - General Provisions and Covenants of the SUDAS Standard Specifications and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Provisions and Covenants. Additional terms used in the Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SECTION 1010 - DEFINITIONS

Section 1.03 Definitions and Terms.

The term "Jurisdiction" as it is used throughout the contract documents shall mean "The City of Washington, Iowa". The term "Engineer" shall mean "Garden & Associates, Ltd. of Oskaloosa, Iowa".

SECTION 1020 – PROPOSAL REQUIREMENTS AND CONDITIONS

Add the following new paragraph immediately following paragraph 1.04 E:

"F. No drawings or physical testing of conditions in or relating to existing surface or subsurface structures or conditions have been utilized by the ENGINEER in the preparation of the Drawings and Specifications. It is the CONTRACTOR's responsibility to become familiar with and satisfied as too local and site conditions that may affect cost, progress, performance and finishing of the work."

Section 1020 - 1.08 A, Sales Tax Exemption Certificate shall apply to this project. The Jurisdiction will issue sales tax exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections 423.2 and 423.45.

SECTION 1050 – CONTROL OF WORK

In Section 1050, following paragraph 1.01 D., add the following:

"E. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Jurisdiction, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Jurisdiction a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Jurisdiction informed of the progress of the Work and will endeavor to guard Jurisdiction against defective Work.

F. If Jurisdiction and Engineer have agreed that Engineer will furnish an authorized representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such authorized representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Section 1050 1.01 E. above. If Jurisdiction designates another representative or agent to represent Jurisdiction at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

G. Neither Engineer's authority or responsibility under this Section or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

H. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

I. The limitations upon authority and responsibility set forth in this Section 1050 1.01 E. above shall also apply to the authorized representative, if any."

In Section 1050, following paragraph 1.05 A.2., add the following:

"3. Number of copies of submittals required: 5.

4. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

5. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation."

In Section 1050, delete paragraph 1.05 C. in its entirety and add the following:

"C. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

5. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

6. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

7. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 1.05 C.4. above."

SECTION 1070 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

In paragraphs 3.02, C., 2., g., amend by adding the following in bold text:

"g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations, **3rd party injury, and property damage claims including clean-up costs for pollution. This policy shall be maintained for not less than three years after final completion.**"

In paragraphs 3.02, C., 5., amend by adding the following in bold text:

"5. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance. **The Umbrella/Excess policy shall follow the form of each underlying policy.**"

In paragraphs 3.02, C., 6., a. and b., amend by adding the following in bold text:

"a. Include the Jurisdiction **and Engineer** as an additional insured, per Section 1070, 3.06, B; and

b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction **and Engineer**."

In paragraph 3.03, B., amend by adding the following in bold text:

"B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants **and the Engineer and its officers, agents, employees, and consultants** from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:"

In paragraph 3.03, E., amend by adding the following in bold text:

"E. If any litigation on account of such claims shall be commenced against the Jurisdiction **or Engineer**, the Contractor, upon notice thereof from the Jurisdiction, **or Engineer** shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction **or Engineer** on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction **or Engineer** to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction **or Engineer**, whether the Jurisdiction **or Engineer** paid such amounts or not."

In paragraph 3.06, A., amend by adding the following in bold text:

"A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction **and Engineer** as an additional insured."

In paragraph 3.06, B., amend by adding the following in bold text and remove the stricken:

"B. The Additional Insured Endorsement shall include the following provisions:

The Jurisdiction **and Engineer**, including all ~~its~~ **their** elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the Contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing **with waiver of subrogation** with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing, or excess.

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies."

In paragraph 3.07, A., amend by adding the following in bold text:

"A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction **and Engineer** a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate."

In paragraph 3.08, A., amend by adding the following in bold text:

"A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction **and Engineer** in writing of such happening, which notice shall give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim."

RESOLUTION NO. 2022-___
A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE OLD WASTEWATER TREATMENT PLANT DEMOLITION

WHEREAS, FOX Strand Associates has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as "Old Wastewater Treatment Plant Demolition"; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published on January 27, 2022, required by law.

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

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

PASSED AND APPROVED, this 15th day of February, 2022.

_____
Jaron P. Rosien, Mayor

ATTEST:

_____
Sally Y. Hart, City Clerk

STRAND
ASSOCIATES®
Excellence in Engineering
Since 1946

FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

February 9, 2022

Mayor and City Council
City of Washington
215 E. Washington Street
Washington, Iowa 52353

RE: Old WWTP Partial Demolition
FOX Strand P.N. 2045-21A.440

Dear Mayor and City Council:

The City of Washington received bids on February 8, 2022, for the Partial WWTP Demolition project. Work related to this project will consist of the demolition of equipment, piping and structures associated with the old wastewater treatment plant. The City received one bid for the project from DeLong Construction, Inc. in the amount of $169,250. The Engineer's opinion of probably construction cost for this project was $175,000. The bid submitted by DeLong Construction, Inc. was $5,750 below (3.3%) the Engineer's opinion of probably construction cost. A bid tabulation is enclosed for your reference.

FOX Strand contacted DeLong Construction, Inc. to discuss their bid and construction schedule. DeLong Construction believes their bid is reasonable and has found no errors. DeLong Construction intends to start work on the project as soon as possible following execution of the contract documents. FOX Strand has worked with DeLong Construction on previous projects and believe that they have practical knowledge of the work, and adequate equipment and personnel to deliver a successful project. Performance of the work will be backed by a 100% performance and payment bond.

The contract documents established that the contract will be awarded to the lowest responsive, responsible Bidder whose bid is in the best interest of the Project. Therefore, FOX Strand recommends that the city award the Partial WWTP Demolition project to DeLong Construction, Inc. in their total lump sum bid amount of $169,250.

Prior to the City of Washington approving the contract, the city's insurance counsel should review the contractor's insurance certificate and performance and payment bond for conformance with the city's requirements.

The Notice of Award is attached for your use. If approved, please sign and return to FOX Strand and it will then be distributed to DeLong Construction along with the contract

documents for their signature. Once the signed documents are returned by the Contractor, we will distribute to you for final execution. Please contact us with any questions or comments regarding this recommendation.

Sincerely,
FOX Strand

Matthew S. Hawes, P.E., L.S.I.
Project Manager

Attachments: Bid Tab
Notice of Award

RESOLUTION NO. 2022-___

RESOLUTION MAKING AWARD OF CONTRACT FOR OLD WASTEWATER TREATMENT PLANT DEMOLITION

WHEREAS, the demolition project known as "Old Wastewater Treatment Plant Demolition" has been designed and publicized for bid, and bids were received on February 8, 2022.

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

Section 1. That the following bid for certain public improvements described in general as "Old Wastewater Plant Demolition" be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: DeLong Construction, Inc.

Amount of Bid: $169,250.00

Section 2. That the Mayor and Clerk are hereby directed to execute contract & ancillary documents with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 15th day of February, 2022.

_____
Jaron P. Rosien, Mayor

ATTEST:

_____
Sally Y. Hart, City Clerk

NOTICE OF AWARD

Date of Issuance:	February 15, 2022		
Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	2045-21A
Project:	Partial WWTP Demolition		
Contract Name:	Partial WWTP Demolition		
Bidder:	DeLong Construction, Inc.		
Bidder's Address:	1320 N. 8th Avenue, Washington, IA 52353		

You are notified that Owner has accepted your Bid dated February 8, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

> Removal of all equipment, piping, supports, stairs, grating, and other appurtenances within and adjacent to noted structures. Full and partial demolition of selected structures, piping, manholes, and other miscellaneous structures including full demolition of all sidewalks, hydrants, light poles, trees, shrubs, and other items. Filling demolished structures to obtain finished grades as indicated on the Drawings. Grading, site stabilization, and other associated general construction.

The Contract Price of the awarded Contract is $169,250.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Washington

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BID TABULATION

Old WWTP Partial Demolition

Washington, Iowa

BID DATE: February 8, 2022 @ 10:00 AM

FOX STRAND PN: 2045-21A

BIDDER	ENGINEER'S ESTIMATE	DeLong Construction, Inc. 1320 N. 8th Avenue Washington, IA 52353		
CHECK OR BID BOND				
DESCRIPTION		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
LUMP SUM BID PRICE	$ 175,000.00	$ 169,250.00		

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TOTAL MAXIMUM PROPERTY TAX DOLLARS TO BE LEVIED IN THE FISCAL YEAR 2022-23 BUDGET

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

WHEREAS, the City Council of the City of Washington has considered the proposed FY23 maximum property tax dollars for affected levies; and

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

WHEREAS, a public hearing concerning the proposed maximum property tax dollars was held on February 15, 2022.

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

Section 1. The maximum property tax dollars levied for the affected tax levies for FY23 shall not exceed the following total: $3,109,326.

Section 2. The maximum property tax dollars levied for the affected tax levies for FY23 does represent an increase of greater than 2% from the maximum property tax dollars requested for FY22.

PASSED AND APPROVED this 15th day of February, 2022 by the following roll-call vote:

Ayes: _____

Nays: _____

Absent: _____

_____
Jaron P. Rosien, Mayor

ATTEST:

_____
Sally Y. Hart, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF WASHINGTON - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

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

Meeting Date: 2/15/2022 **Meeting Time:** 06:00 PM **Meeting Location:** City of Washington Council Chambers 215 E. Washington Street Washington, Iowa 52353

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

City Website (if available)
www.washingtoniowa.gov

City Telephone Number
(319) 653-6584 ext: 122

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	248,678,754	255,510,604	255,510,604	
Tax Levies:				
Regular General	2,014,298	2,014,298	2,069,636	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	91,245	91,245	115,478	
Support of Local Emer. Mgmt. Commission			0	
Emergency	67,143	67,143	68,988	
Police & Fire Retirement			0	
FICA & IPERS	357,865	357,865	380,778	
Other Employee Benefits	379,852	379,852	474,446	
Total Tax Levy	2,910,403	2,910,403	3,109,326	6.83
Tax Rate	11.70346	11.39054	12.16906	

Explanation of significant increases in the budget:
10% increase in projected Liability, Property & Self-Insurance costs as well as Employee Benefits including IPERS, FICA, and Others. Increasing cost of supplies.

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

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

APPLICATION FOR TAX ABATEMENT UNDER THE WASHINGTON URBAN REVITALIZATION PLAN FOR WASHINGTON, IOWA

_____ **Prior Approval for Intended Improvements** _____ **Approval of Improvements Completed**

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE WASHINGTON URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA

The Washington Urban Revitalization Plan allows property tax exemptions as follows:

Residential

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars ($75,000) of actual value added by the improvements. The exemption is for a period of three (3) years. Improvements must increase the assessed value by a minimum of 10%.

Commercial/Industrial

All qualified real estate assessed as commercial and/or industrial property is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years. Improvements must increase the assessed value by a minimum of 10%. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

1) **First Year – 75% Exemption**
2) **Second year – 60% Exemption**
3) **Third Year – 45% Exemption**
4) **Fourth Year – 30% Exemption**
5) **Fifth Year – 15% Exemption**

Commercial includes property that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes.

In order to be eligible, the property must be located in the Washington Revitalization Area. A map is available for inspection at City Hall.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.

Address of Property: 800 E 7th St. Washington, IA 52353

Legal Description: Bazooka Farmstar, LLC

Title Holder or Contract Buyer: Bazooka Farmstar, LLC

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 319-653-5080

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to _____[insert date of adoption of the Plan]? Yes ___ No X

Existing Property Use: ___ Residential ___ Commercial X Industrial ___ Vacant

Proposed Property Use: Manufacturing

Nature of Improvements: __ New Construction X Addition __ General Improvements

Specify: Adding on to existing structure for increased manufacturing capacity.

Permit Number(s) from the City of Washington **Building Department**

Date Permit(s) Issued: 6/8/21

Permit(s) Valuation: $1,250,000 **[Attach approved Building Permit to this application]**

Estimated or Actual Date of Completion: March 1st 2022

Estimated or Actual Cost of Improvements: $1,800,000

Signature: [signature]

Name (Printed) Eric Hahn

Title: Managing Partner

Company: Bazuki Furniture

Date: 1/27/22

FOR CITY USE

CITY COUNCIL	**Application Approved/Disapproved** **Reason (if disapproved)** _____ **Date** _____ **Resolution No.** _____ **Attested by the City Clerk** _____
ASSESSOR	**Present Assessed Value of Structure** _____ **Assessed Value with Improvements** _____ **Eligible or Noneligible for Tax Abatement** _____ **Assessor** _____ **Date** _____

*** Example: To receive a full 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.**

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.

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

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

Commercial Building Permit

Permit Number: 210332
Property Address: 800 E 7TH ST

Job Description: 250' x 150' structural steel building

Project Cost: 1250000
Issue Date: 06/08/2021
Expiration Date: 11/28/2021

Owner:
BAZOOKA-FARMSTAR, INC.
PO BOX 869
WASHINGTON, IA 52353

Contractor:
R&S Companies LLC
P.O. Box 121
Amana, IA 52203

Fees	Amount	Payments	Account Paid
Building Zoning Permit Fee	$4,238.33	R & S Companies LLC	$4,238.33
	Total Fee: $4,238.33		Total Paid: $4,238.33

Notes:

Issued By Jeff Duwa

06/01/2021
Date

CONTRACT NO. ----------
DATE **January 18, 2022**

CONTRACT

THIS CONTRACT, made and entered into at **Washington, Iowa** this **18th** day of **January, 2022**, by and between the **City of Washington, Iowa**, hereinafter called the "Jurisdiction", and **DeLong Construction, Inc.**, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction in the office of City Clerk, City of Washington, 215 East Washington Street, Washington, Iowa 52353. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders for the following described improvements:

NLW SUBDIVISION – PLAT 2
WATER, STORM, SEWER, PAVING & GRADING IMPROVEMENTS
WASHINGTON, IOWA
2021

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **Five hundred ninety-seven thousand, seventy-four dollars and 50 cents ($597,074.50)**, which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction. Work shall be fully complete and ready for final payment within **90** working days. Liquidated damages in the amount of Seven Hundred Dollars ($700.00) per working day will be assessed for each day that the work shall remain uncompleted after the end of the contract period.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION	CONTRACTOR
By _____	**DeLong Construction, Inc.** Contractor
(Seal) ATTEST:	By Dana DeLong Patterson Signature
_____	President Title
	PO Box 488 Street Address
	Washington, IA 52353 City, State, Zip Code
	(319) 653-3334 Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0045-51 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Department of Workforce Development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Washington County)

On this 28th day of January, 20 22, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dana Delong Patterson and Deran DeLong, to me known, who, being by me duly sworn, did say that they are the President, and Secretary, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of this Board of Directors; that Dana and Deran acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Darla Kraske

Notary Public in and for the State of Iowa
My commission expires 1-19, 2024

NOTARIAL SEAL IOWA
DARLA KAY KRASKE
Commission Number 184954
My Commission Expires
1-19-24

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____County)

On this ____ day of _____, 20 ___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____

Notary Public in and for the State of _____
My commission expires _____, 20___

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

_____
Notary Public in and for the State of_____
My commission expires _____, 20 ___

CONTRACT ATTACHMENT: ITEM 1: BID ITEMS, QUANTITIES AND PRICES

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Washington, Iowa hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

NLW SUBDIVISION – PLAT 2
WATER, STORM, SEWER, PAVING & GRADING IMPROVEMENTS
WASHINGTON, IOWA
2021

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the City shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the City of Washington, Iowa shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the City of Washington, Iowa, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project within **90 working days** and to pay liquidated damages for noncompliance with said completion provisions at the rate of Seven Hundred dollars ($700.00) for each consecutive working day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the City of Washington, Iowa; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and

3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None
2.	
3.	
4.	
5.	
6.	

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is Submitted by a/an:

- [ ] Individual, Sole Proprietorship
- [ ] Partnership
- [x] Corporation
- [ ] Limited Liability Company
- [ ] Joint-venture: all parties must join-in and execute all documents
- [ ] Other

The Bidder's Public Registration Number, issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code, is as follows:

Number C 0 4 5 - 5 1

The Bidder should contact 515-242-5871 for registration information.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

DeLong Construction, Inc
Bidder

Dana DeLong-Patterson
Signature

By Dana DeLong-Patterson
Name (Print/Type)

President
Title

Po Box 488
Street Address

Washington, IA 52353
City, State, Zip Code

319-653-3334
Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.

Name

Title

PROPOSAL

PROPOSAL ATTACHMENT: PART C - BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

	ITEM	DESCRIPTION	ESTIMATED UNITS		UNIT PRICE	AMOUNT
1	2010-E	Excavation, Class 10	CY	3,700	$ 5.50	$ 20,350.00
2	2010-G	Subgrade Preparation (12" Thick)	SY	3,515	$ 1.50	$ 5,272.50
3	2010-I	Subbase, Modified	SY	3,125	$ 7.20	$ 22,500.00
4	2010-L	Compaction Testing	LS	1	$ 3500.00	$ 3,500.00
5	2999-A	Subbase, Class 'A'	SY	390	$ 8.00	$ 3,120.00
6	3010-C	Trench Foundation	TON	50	$ 25.00	$ 1,250.00
7	3010-F	Trench Compaction Testing	LS	1	$ 3,500.00	$ 3,500.00
8	4020-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	740	$ 35.00	$ 25,900.00
9	4010-E	Sanitary Sewer Service Stub, PVC, 4"	LF	735	$ 48.00	$ 35,280.00
10	4020-A-1	Storm Sewer, Trenched, 12"	LF	355	$ 32.00	$ 11,360.00
11	4020-A-1	Storm Sewer, Trenched, RCP, 12"	LF	270	$ 42.00	$ 11,340.00
12	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	111	$ 52.00	$ 5,772.00
13	4020-A-1	Storm Sewer, Trenched, 18"	LF	55	$ 50.00	$ 2,750.00
14	4030-B	Pipe Apron, 12"	EA	1	$ 1,325.00	$ 1,325.00
15	4030-B	Pipe Apron, 18"	EA	1	$ 1,450.00	$ 1,450.00
16	4040-A	Subdrain (Longitudinal), 4"	LF	1,570	$ 5.00	$ 7,850.00
17	4040-D	Subdrain Outlets and Connections, 4" or 6"	EA	10	$ 275.00	$ 2,750.00
18	5010-A-1	Water Main, Trenched, C900 PVC, 8"	LF	830	$ 40.00	$ 33,200.00
19	5010-A-1	Water Main, Trenched, C900 PVC, 12"	LF	260	$ 83.00	$ 21,580.00
20	5010-E-1	Water Service Pipe, Trenched, Type K Copper, 1"	LF	725	$ 22.00	$ 15,950.00
21	5010-E-1	Water Service Pipe, Trenchless, Type K Copper, 1"	LF	220	$ 29.00	$ 6,380.00
22	5010-E-2	Water Service Corporation, 1"	EA	25	$ 500.00	$ 12,500.00
23	5010-E-3	Water Service Curb Stop and Box, 1"	EA	25	$ 525.00	$ 13,125.00
24	5020-A	Gate Valve, 8"	EA	1	$ 1,780.00	$ 1,780.00
25	5020-A	Gate Valve, 12"	EA	1	$ 3,170.00	$ 3,170.00
26	5020-B	Tapping Valve Assembly, 12" x 8"	EA	1	$ 4,350.00	$ 4,350.00
27	5020-E	Fire Hydrant Assembly	EA	3	$ 5,405.00	$ 16,215.00
28	5020-D	Flushing Device (Blowoff)	EA	1	$ 1,500.00	$ 1,500.00
29	6010-A	Manhole, SW-301, 48" Dia.	EA	2	$ 5,750.00	$ 11,500.00
30	6010-A	Manhole, SW-301, 60" Dia.	EA	1	$ 32,500.00	$ 32,500.00
31	6010-A	Manhole, SW-401, 60" Dia.	EA	1	$ 5,300.00	$ 5,300.00

ITEM		DESCRIPTION	ESTIMATED UNITS		UNIT PRICE	AMOUNT
32	6010-B	Intake, SW-501	EA	2	$ 4,275.00	$ 8,550.00
33	6010-B	Intake, SW-503	EA	2	$ 6,050.00	$ 12,100.00
34	6010-C-2	External Drop Connection	EA	1	$ 5,900.00	$ 5,900.00
35	6010-H	Remove Intake	EA	1	$ 750.00	$ 750.00
36	6999-A	PVC Area Drain	EA	3	$ 2,550.00	$ 7,650.00
37	7010-A	Pavement, PCC, 7" Thick	SY	3,125	$ 50.00	$ 156,250.00
38	7010-I	PCC Pavement Samples and Testing	LS	1	$ 3,000.00	$ 3,000.00
39	7030-A	Removal of Sidewalk	SY	31	$ 15.00	$ 465.00
40	7030-E	Sidewalk, PCC, 4" Thick	SY	180	$ 46.50	$ 8,370.00
41	7030-E	Sidewalk, PCC, 6" Thick	SY	15	$ 50.00	$ 750.00
42	7030-G	Detectable Warnings	SF	28	$ 40.00	$ 1,120.00
43	7040-H	Pavement Removal	SY	295	$ 10.00	$ 2,950.00
44	8030-A	Temporary Traffic Control	LS	1	$ 4,900.00	$ 4,900.00
45	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	LS	1	$ 10,000.00	$ 10,000.00
46	9040-A-1	SWPPP Preparation	LS	1	$ 1,000.00	$ 1,000.00
47	9040-A-2	SWPPP Management	LS	1	$ 1,500.00	$ 1,500.00
48	9040-N-1	Silt Fence	LF	1,200	$ 2.00	$ 2,400.00
49	9040-N-2	Silt Fence, Removal of Sediment	LF	1,200	$ 1.50	$ 1,800.00
50	9040-N-3	Silt Fence, Removal of Device	LF	1,200	$ 1.50	$ 1,800.00
51	11,020-A	Mobilization	LS	1	$ 21,500.00	$ 21,500.00
					TOTAL BID	$ 597,074.50

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY OF WASHINGTON, IOWA. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT BID PRICE UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.

RESOLUTION NO. _____

A RESOLUTION ENDORSING AN APPLICATION FOR AN ALL-STAR COMMUNITY AWARD

WHEREAS, the Iowa League of Cities has established the All-Star Community Awards program to acknowledge and encourage excellence in local government programming; and

WHEREAS, for the 2022 awards, programs successfully operated or completed between January 1, 2021 and December 31, 2021 are eligible; and

WHEREAS, the City Council believes that the Wellness Park with its baseball and softball fields, concession stand, sand volleyball courts, full-sized soccer fields, paved trails, and pavilions, is deserving of this award and could serve as a model for other cities,

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

Section 1. The City Council hereby endorses an application to the Iowa League of Cities for the 2022 All-Star Community Awards for the Wellness Park project.

Section 2. The City Council directs the Mayor and City Clerk to sign the award application to allow submittal by the deadline of April 1, 2022.

PASSED AND APPROVED this 15th day of February, 2022.

_____

Jaron P. Rosien, Mayor

ATTEST:

_____

Sally Y. Hart, City Clerk

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

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

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

Parks Superintendent:
Nick Pacha

MEMO

We are looking to apply for a Wellmark Foundation Grant for a new playset and surfacing at the Wellness Park. The grant is due on Wednesday February 16. We are putting together potential funding sources to put into the grant application. We are asking Council to approve $50,000 of WCRF Municipal Grant funds. The Municipal grant funds from the Foundation have come in greater than expected and budgeted and we think this project would be a great fit for the funds.

Other funding we are proposing and hoping to get approved soon would be:

$100,000 Wellmark Grant

$30,000 from Hotel/Motel tax

$10,000 Park Gift Fund

($10,000 -$25,000) in fundraising and service club donations. (depending on increased costs since bids, final playground design, site prep, and contingency funds)

Total project costs are right around $225,000 which would include structure, shipping, install and surfacing. Final designs of structure will be decided after funding is secured and then approved by City Council.

If you have any questions please let me know.

Thank you very much,

Nick Pacha

Parks Superintendent

Mark Boland
Owner, Sales
Jordan Judkins
Sales, Iowa
Blake Judkins
Sales, Iowa

Boland Recreation

www.bolandrecreation.com

2347 Oak Park Road
Marshalltown, IA 50158
1-800-798-7589
641-752-7589

Washington, IA

12/8/21

All equipment in **Option #1:**		$137,084
	Discount:	$41,034
	Freight:	$4,500
	Equip. Total:	**$100,550**

Installation by Miracle Certified Crew: **$43,000**

Surfacing (80' x 40'):

Poured in Place Rubber Safety Surface: **$60,800**

All equipment in **Option #2:**		$143,112
	Discount:	$42,932
	Freight:	$4,500
	Equip. Total:	**$104,680**

Installation by Miracle Certified Crew: **$44,898**

Surfacing (80' x 49'):

Poured in Place Rubber Safety Surface: **$74,480**

All equipment in **Option #3:**		$159,365
	Discount:	$47,810
	Freight:	$4,500
	Equip. Total:	**$116,055**

Installation by Miracle Certified Crew: **$49,997**

Surfacing (60' x 44'):

Poured in Place Rubber Safety Surface: **$53,580**

Prepared by: Jordan Judkins

Prices are good for 30 days
Prices include delivery to your job site
*Prices **DO NOT** include sales tax, if applicable*
Payment for materials is due by 30 days after delivery.
Payment for installation services is due by 15 days after completion of work.
Boland Recreation reserves the right to charge a 1.5% fee on past due invoices.
Delivery time is 28-30 weeks after the order has been placed, unless agreed upon differently

NOTE: *Boland Recreation, Inc. is NOT RESPONSIBLE for unloading of equipment, storage, permits, fees, ground preparation, pea gravel, borders, disposal of trash, sales tax, or anything in addition to what is listed above.*

RESOLUTION NO. 2022-___

A RESOLUTION ENDORSING AN APPLICATION FOR WELLMARK FOUNDATION GRANT FUNDS

WHEREAS, the Wellness Park promotes outdoor recreation and is a regional draw for activities; and

WHEREAS, the Wellness Park facilities would be able to provide more outdoor recreation space for children of all ages with a play structure on an accessible poured surface; and

WHEREAS, the City may apply for a Wellmark Foundation 2022 MATCH Grants for Matching assets to Community Health for safe environments in which to be physically active; and

WHEREAS, the City of Washington will provide the required 50% funding match of $50,000 with Municipal Grant Funds allocated by the Washington County Riverboat Foundation; and

WHEREAS, the play structure, surface, and installation is estimated to cost approximately $225,000; and

WHEREAS, in order to be eligible to apply for a $100,000 Wellmark Foundation Grant, an application must be submitted by February 16, 2022.

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

Section 1. The City Council endorses the submission of an application for grant funds to the Wellmark Foundation in the amount of $100,000 for the Wellness Park play structure project.

Section 2. The City Council states its commitment in partnering with local non-profit organizations to increase the regional use of the Wellness Park for outdoor recreational activities.

Section 3. Funding allocated in this Resolution is contingent on the receipt of the Wellmark Foundation Grant.

PASSED AND APPROVED this 15th day of February, 2022.

_____
Jaron P. Rosien, Mayor

ATTEST:

_____
Sally Y. Hart, City Clerk

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

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

Memorandum

February 9, 2022

To: Mayor & City Council

From: Deanna McCusker
City Administrator

Re: The Buy Local Policy and Local Bidder Preference Policy

I would recommend that Council consider adopting this policy. It recommends that the City of Washington purchase from local businesses, as long as, the price doesn't exceed 5% of purchasing it from an out-of-town business.

It also provides Council with the ability to award a contract to a local company even if not the lowest bidder as long as it falls under the approved range.

Sincerely,
Deanna McCusker
City Administrator

RESOLUTION

ADOPTING AND IMPLEMENTING A BUY LOCAL POLICY AND LOCAL BIDDER PREFERENCE POLICY FOR THE CITY OF WASHINGTON, IOWA

WHEREAS, Iowa Code Section 23A.3 allows Iowa cities to adopt polices that give preference to the purchase of goods and services to locally owned businesses located within the city where the costs are relatively equal; and,

WHEREAS, such preference to local businesses perpetuates the community by patronizing those who make up the local community and directly supports their taxes and purchase of other local community services.

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

Section I. That the City of Washington shall adopt and implement the following Buy Local Policy and require its officials and employees to purchase supplies and materials from businesses in the City of Washington as long as such purchases do not impose unacceptable cost on the general tax payer **and/or exceed 5% of the cost of similar items and supplies from out-of-town businesses.**

Section II. That the City of Washington shall adopt and implement the following Local Bidder Preference Policy and award competitive bids to local bidders where goods and services are relatively equal and the local bidders' price is within the following range:

Bid Amount	Percent of Difference
Under $10,000	5% with a Maximum of $500
Under $1,000,000	2% with a Maximum of $20,000
$1,000,000 or Over	Maximum of $20,000

Section III. A local business shall be defined as any business that owns or leases a building or premises in the city limits of Washington, Iowa, employees a minimum of two employees, and uses t he building/premise to conduct actual business operations.

Section IV. In determining that total purchase price, the official or employee shall include all incidental costs to the purchase, such as shipping, installation, setup and etc. The official or employee shall also have the discretion to make purchases in contrary to this resolution/policy when extenuating circumstances require.

PASSED, APPROVED AND ADOPTED this 15th day of February, 2022.

_____

Jaron Rosien, Mayor

ATTEST:

_____

Sally Hart, City Clerk

RESOLUTION NO. ___

A RESOLUTION APPROVING AN AGREEMENT FOR ANIMAL SHELTER SERVICES

WHEREAS, the City has had a mutually beneficial relationship with the PAWS & More animal shelter; and,

WHEREAS, the City entered into a multi-year agreement for services with PAWS & More in 2019, which will be expiring on June 30, 2022; and,

WHEREAS, the City and PAWS & More wish to enter into a new agreement to set the terms of service.

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

Section I. The City Council hereby approves the attached agreement with PAWS & More.

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

PASSED AND APPROVED this 15th day of February, 2022.

_____
Jaron P. Rosien, Mayor

ATTEST:

_____
Sally Hart, City Clerk

ANIMAL SHELTER AGREEMENT

THIS AGREEMENT entered into by and between the City of Washington, Iowa, an Iowa municipal corporation, 215 E. Washington Street, Washington, Iowa 52353, hereafter referred to as the "City"; and the Washington County Humane Society (d/b/a PAWS & More Animal Shelter), an Iowa nonprofit corporation, 1004 ½ W. Madison Street, Washington, Iowa 52353, hereafter referred to as "PAWS."

WHEREAS, PAWS runs a nonprofit animal shelter (the "Services") in the City of Washington whose goal is to promote the adoption of stray animals in the City and surrounding areas; and

WHEREAS, the City has heretofore used PAWS for the sheltering of stray cats and dogs and budgeted an annual amount to fund a portion of the Services provided by PAWS; and

WHEREAS, the City and PAWS wish to enter into a multi-year agreement setting the terms of these services using PAWS standard fees.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. **Obligations of PAWS.** As a material term of this Agreement, PAWS will provide the following Services to the City, subject to the payment provisions in Section B of this Agreement:

1. Stray Cats. PAWS shall retrieve as needed, and house all stray cats under the jurisdiction of the City that are brought to the animal shelter operated by PAWS, including all cats brought to the animal shelter by any employee or agent of the City. All care of the cats housed at the animal shelter shall be at the sole cost and expense of PAWS.

2. Stray Dogs. After the City holds any unclaimed stray dogs for a period of seven (7) days as required by the City ordinances and policies at the City's dog pound, City shall deliver said animals to PAWS at a mutually agreeable time, to be housed at the sole cost and expense of PAWS pending adopting out of the animal.

3. Trap, Neuter and Release services. PAWS, on an as-needed basis to be arranged with the City or as requested by the City, shall conduct a program in the City to capture cats and sterilize said animals before releasing these animals back into the community.

4. Operation of the Shelter. By entering into this Agreement, PAWS agrees that it will be responsible for compliance with the City's ordinances regarding the sound of barking

dogs. In the event that the City receives complaints from neighboring properties, PAWS shall correct said noise violations in a timely manner.

5. State regulations. PAWS agrees to operate the animal shelter and provide the Services to the City in strict compliance with all state laws and regulations regarding the operation of an animal shelter.

6. Reporting. PAWS agrees to provide a verbal report to the City Council at least once per year, along with written reports during the year as merited.

7. Invoices. PAWS agrees to provide an annual invoice in July of each year for the previous calendar year for the actual services performed.

8. City Official as Voting Board Member. As a term of this Agreement, PAWS agrees to designate an elected or appointed City official as a voting member of its board of directors, and to maintain a voting City representative throughout the duration of this Agreement.

9. Notification of Changes in Service Fees. PAWS agrees to notify the City by January 15 of any fee changes that are to go in effect for the following City fiscal year.

B. Obligations of the City. As material terms of this Agreement, the City will provide the following to PAWS:

1. Fees for Service. In consideration of the Services PAWS provides to the City under Section (A)(l) of this Agreement, the City shall pay fees to the shelter on the following schedule:

a.	Fiscal Year 2023	Boarding: Actual cats x $20.00 boarding fee x 7 days/animal Pick Ups: Actual cats picked up x $70 fee/animal Dogs: Actual dogs x $105.40/animal
b.	Fiscal Year 2024	Continuation of payment of PAWS standard rates
c.	Fiscal Year 2025	Continuation of payment of PAWS standard rates

2. Payment for stray dogs. In exchange for taking the City's stray dogs after the initial seven (7) day holding period, the City will pay to PAWS, the sum of $105.40 per dog retrieved by PAWS from the City within 30 days of invoice of PAWS. This fee is the typical cost of humanely euthanizing a dog by the City. Notwithstanding this program, at its sole discretion and cost, the City will euthanize any stray dogs that are a danger to the public as a result of the dog's temperament or health.

3. Payment for Trap, Neuter and Release services. As payment for PAWS conducting the trap, neuter and release services described in Section (A)(3) above, the City will pay to PAWS, within 30 days of invoice to the City, the sum of $70 per animal sterilized. This fee is the typical cost of this program per animal. This amount will not exceed $2,000 in a fiscal year unless agreed upon in advance by the City and PAWS.

4. Voluntary donation on utility bills. At the request of a City utility customer, the City shall place a voluntary donation charge of up to five dollars ($5) per month on that customer's bill, in possible increments of $1, $2 or $5 per month, with all such collections to be paid by the City to PAWS on a monthly basis. Donations may be terminated by utility customers at anytime.

C. **Administrative Provisions.**

1. Term of Agreement. This Agreement will commence as of midnight on July 1, 2022 and will continue until 11:59 p.m. on June 30, 2025. Unless terminated by either party via written notice to the other party by April 1, 2025, the Agreement will continue on a year-to-year basis using PAWS standard fees as the basis for payment, and under the notification provision detailed in Section A(8) of this agreement for any fee changes.

2. Default. In the event that either party has defaulted on its obligations of the Agreement, the other party shall give the defaulting party notice of said default and give the other party fifteen (15) days to remedy said default. In the event that the default is not cured within said fifteen (15) day period, the nondefaulting party may terminate this Agreement and seek to recover damages, including reasonable attorneys' fees and costs, caused by said breach.

3. Notices. For purposes of this Agreement, when notice is required to the other party, notice is deemed given when the party has sent written notice, via regular U.S. Mail, with appropriate postage attached and placed in a mail box for delivery, to the following:

For the City:

City Administrator

City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

For PAWS:

Washington County Humane Society
1004 ½ W. Madison Street
Washington, Iowa 52353

4. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to by rendered by , PAWS and the City hereunder or the termination of this Agreement for any reason.

5. Controlling law. This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Washington County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

6. Headings. The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to PAWS, the City or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the PAWS, the City or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Modification. The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9. Waiver. No waiver by the City or PAWS of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the City or PAWS in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City or PAWS shall preclude future exercise thereof or the exercise of any other right or remedy.

10. Authority. The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

11. Final Agreement. Both PAWS and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the PAWS to the City in connection with the Services, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless inwriting and signed by both PAWS and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED this 15th day of February, 2022:

Washington County Humane Society d/b/a PAWS & More Animal Shelter	**City of Washington**
By: _____	_____
Ann Valentine, President	Jaron P. Rosien, Mayor
By: _____	_____
Sara ODonnell, Treasurer	Sally Hart, City Clerk