



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, May 3, 2022

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 3, 2022 to be approved as proposed or amended.

Consent:

1. Council Minutes April 19, 2022
2. Bolton & Menk, Runway 18/36 PAPI and REILs, \$10,900.00
3. Bolton & Menk, Runway 18/36 Lighting, \$18,320.00
4. Garden & Associates, Ltd., NLW Subdivision Phase 2, \$1,396.50
5. Garden & Associates, Ltd., Buchanan Street Paving Project, \$6,941.73
6. Garden & Associates, Ltd., General Engineering, \$1,782.34
7. Garden & Associates, Ltd., Reconstruction of Adams Street, \$7,175.37
8. Garden & Associates, Ltd., Sanitary Sewer Extension – South Washington, \$4,916.75
9. Gronewold, Bell, Kyhnn & Co. P.C., Audit of Financial Statements Ending June 30, 2021, \$3,848.02
10. Washington Community School District, 4th Street Patching, \$18,980.00
11. Casey's General Store #1624, 1002 W. Madison St., Class C Beer, Class B Wine, Class B Native Wine, Class E Liquor, Sunday Sales (**renewal**)
12. Casey's General Store #1624, 1002 W. Madison St., Class C Beer, Class B Wine, Class B Native Wine, Class E Liquor, Sunday Sales (**amendment**)
13. JP's 207, 207 W. Main St., Class C Liquor, Sunday Sales, Catering (**renewal**)
14. Café Dodici, 122 S. Iowa Ave., Sidewalk Café License Application (**renewal**)
15. Department Reports

SPECIAL EVENT REQUESTS

- Main Street Washington – 2022 Farmers' Market
- Main Street Washington – Movies on Main Street

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

SPECIAL PRESENTATION

- Nuisance Report

CLAIMS

- Claims for May 3, 2022

NEW BUSINESS

1. **Public Hearing** for NLW Phase 2 Development Agreement with ACE Signature Homes, LLC
2. Discussion and Consideration of Resolution Approving NLW Phase 2 Development Agreement with ACE Signature Homes, LLC
3. Discussion and Consideration of Resolution Setting a Public Hearing and Big Letting for Sanitary Sewer Extension (MSJ Subdivision).
4. Discussion and Consideration of a Resolution Setting a Public Hearing for Fiscal Year 21 Budget Amendment #2 for May 17, 2022
5. Discussion and Consider of Minor Site Plan (Washington Lumber) (*Planning & Zoning recommendation*)
6. Discussion and Consideration of a Property Along the Water Main Project on East Main Street
7. Discussion and Consideration of Notice to Proceed for East Adams Project

DEPARTMENTAL REPORTS

Police Department

City Attorney

City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor

Illa Earnest

Steven Gault

Bethany Glinsmann

Elaine Moore

Fran Stigers

Millie Youngquist

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 4-19-2022

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, April 19, 2022, at 6:00 p.m. Mayor Rosien in the chair.

Mayor Rosien administered the oath of office for Bethany Vittetoe Glinsmann elected to serve as Ward 1 councilor.

On roll call present: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Absent: none

Motion by Gault, seconded by Stigers, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, April 19, 2022, be approved. Motion carried.

Consent:

1. Council Minutes April 5, 2022
2. ECICOG, CDBH Rehab Grant Administration, \$2,025.00
3. FOX Strand Associates, Partial Wastewater Treatment Plant Demolition, Pay App. No. 1, \$137,089.75
4. Lynch Dallas, P.C., Police Negotiations, \$629.00
5. Lynch Dallas, P.C., Public Works Negotiations, \$1,776.00
6. UMB, General Obligation Capital Loan Notes Series 2020A, Paying Agent Fee, \$600.00
7. UMB, General Obligation Capital Loan Notes Series 2020B, Paying Agent Fee, \$600.00
8. Columbus Club of Washington, Iowa, 606 West 3rd, Class C Liquor, Outdoor Service Area, Sunday Sales (**renewal**)
9. Department Reports

Motion by Youngquist, seconded by Glinsmann, to approve consent items 1-2, and 4-9. Motion carried.

Motion by Gault, seconded by Moore, to approve item 3 with payment to DeLong Construction. Motion carried.

Cara Sorrells, John Bain, and Craig Rembold presented a special event request for a PAWS and More Car Show downtown on August 21.

Motion by Gault, seconded by Earnest, to approve the PAWS and More Car Show request. Motion carried.

Librarian Jenisa Harris presented a special event request for summer reading activities in Central Park on June 14 and June 28.

Motion by Moore, seconded by Youngquist, to approve the library's summer reading activities special event request. Motion carried.

Michael York presented a special event request for American Legion Post 29 Memorial Day Service in Central Park on May 30.

Motion by Youngquist, seconded by Stigers, to approve the American Legion Post 29 Memorial Day Service special event request. Motion carried.

Teri Hartzler presented a special event request for the 14th Annual Demon Dash on May 14.

Motion by Gault, seconded by Moore, to approve the Demon Dash special event request. Motion carried.

Washington Chamber of Commerce Event Coordinator Alisha Davis, via Zoom, presented a special event request for Ridiculously Bubbly to coincide with the Summer Classic on June 2.

Motion by Moore, seconded by Glinsmann, to approve the Ridiculously Bubbly special event request. Motion carried.

Presentation from the public: Mike Murphy thanked the city for communication on the West Buchanan project and spoke against the two-mile radius jurisdiction of the city with those residents outside of city limits unable to vote in city elections. Mike Florke spoke about semi-truck parking and wanting to be able to park at his house. Benito Herrera and Nila Cruz, with translation, spoke in favor of the Escucha Mi Voz request for funding for excluded workers. Roger Farmer spoke in favor of the Escucha Mi Voz request for ARPA funding and to remove unused city council email addresses.

Claims for April 19, 2022 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Stigers, to approve the claims for April 19, 2022. Motion carried.

The March 2022 Financial Report was presented by Finance Director Brown.

**CITY OF WASHINGTON, IOWA
MONTH TO DATE REVENUE REPORT
MARCH 31, 2022**

FUND	M-T-D REVENUES
001-GENERAL FUND	291744.77
002-AIRPORT FUND	37486.64
010-CHAMBER REIMBURSEMENT	7779.67
011-MAIN STREET REIMBURSEMENT	4286.07
012-WEDG REIMBURSEMENT	8060.82
050-DOWNTOWN INCENTIVE GRANT	0.00
110-ROAD USE	47870.26
112-EMPLOYEE BENEFITS	32964.75
114-EMERGENCY LEVY	3000.28
121-LOCAL OPTION SALES TAX	153778.40
122-LOST DEBT SERVICE	0.00
123-LOST DEBT SERVICE RESERVE	0.00
124-HOTEL/MOTEL TAX	14047.72

125-UNIF COMM UR-NE IND	11155.24
126-SE RES UR	0.00
127-UNIF COMM UR - BRIARWOOD	14608.48
128-URBAN RENEWAL AREA #3B/D	0.00
129-SC RES UR	2165.16
130-URBAN RENEWAL AREA #3D	0.00
131-URBAN RENEWAL AREA #4	0.00
132-UNIF COMM UR - EBD	0.00
133-UNIF COMM UR-IRE	0.00
134-DOWNTOWN COMM UR	6801.10
145-HOUSING REHABILITATION	1950.00
146-LMI TIF SET-ASIDE	0.00
200-DEBT SERVICE	42645.60
300-CAPITAL EQUIPMENT	0.00
301-CAPITAL PROJECTS FUND	195931.61
303-WWTP CAPITAL PROJ FUND	0.00
305-RIVERBOAT FOUND CAP PROJ	157004.85
308-INDUSTRIAL DEVELOPMENT	33888.52
309-MUNICIPAL BUILDING	4434.74
310-WELLNESS PARK	0.00
311-SIDEWALK REPAIR & REPLACE	0.00
312-TREE REMOVAL & REPLACE	0.00
315-RESIDENTIAL DEVELOPMENT	2092.30
317-ARPA CAPITAL PROJECTS	228.69
325-BUILDING & FACILITY MAINT	0.00
510-MUNICIPAL BAND	0.00
520-DOG PARK	0.00
530-TREE COMMITTEE	2655.00
535-NEIGHBORHOOD PRIDE	0.00
540-POLICE FORFEITURE	0.00
541-K-9 PROGRAM	100.00
545-SAFETY FUND	0.00
550-PARK GIFT	0.31
570-LIBRARY GIFT	407.71
580-CEMETERY GIFT	0.00
590-CABLE COMMISSION	0.00
600-WATER UTILITY	150623.27
601-WATER DEPOSIT FUND	1200.00
602-WATER SINKING	0.00
603-WATER CAPITAL PROJECTS	3431.58
610-SANITARY SEWER	190022.91
612-SEWER SINKING	0.00
613-SEWER CAPITAL PROJECTS	3299.00
670-SANITATION	52410.34
910-LIBRARY TRUST	0.00
950-SELF INSURANCE	3682.16

951-UNEMPLOYMENT SELF INS

247.24

TOTAL BALANCE

1482005.19

Motion by Gault, seconded by Stigers, to approve the Financial Report. Motion carried.

Motion by Moore, seconded by Gault, to approve the Fourth of July Fireworks Bid for \$9,000 to Platte River Displays Inc. Motion carried.

Mayor Rosien announced that now is the time for public hearing on the NLW Subdivision Phase 2 Final Plat. No oral or written objections were received.

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

Motion by Youngquist, seconded by Glinsmann, to approve a Resolution Accepting the NLW Subdivision Phase 2 Final Plat as recommended by Planning and Zoning. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-046)**

Motion by Stigers, seconded by Gault, to approve a Resolution Setting a Public Hearing for Development Agreement with A.C.E. Signature Homes, LLC for NLW Subdivision Phase 2 for May 3rd, 2022 at 6 p.m. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-047)**

Motion by Earnest, seconded by Gault, to approve an Agreement of a Bond Counsel Engagement Agreement (Rate Reset for Sewer Revenue Capital Loan Notes). Motion carried.

Motion by Moore, seconded by Gault, to approve a Resolution Approving and Authorizing Amendment to Loan and Disbursement Agreement By and Between the City of Washington, Iowa and the Iowa Finance Authority, and Authorizing and Providing the Reissuance of the Outstanding Principal Amount of the \$3,000,000 Sewer Revenue Capital Loan Note, Series 2012B. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-048)**

Motion by Earnest, seconded by Youngquist, to approve Applying for the Home Rehabilitation Block Grant Pilot Program. Motion carried.

After much discussion, motion by Moore, seconded by Gault, to decline the American Rescue Plan Act funding request from Escucha Mi Voz for \$200,000 for Excluded Workers. Roll call on the motion: Ayes: Earnest, Gault, Moore, and Stigers. Nays: Glinsmann and Youngquist. Motion carried.

Maintenance and Construction Superintendent JJ Bell presented the concrete patch bids received:

- Coleman Construction \$58,070.00
- DCJ Concrete \$71,368.00
- Greg Bruty Construction, LLC \$80,388.00

Motion by Glinsmann, seconded by Youngquist, to award the concrete patch bid to Coleman

Construction for \$58,070.00.

Parks Superintendent Nick Pacha presented the diesel lawn mower bids received including trading in a 2017 mower:

- Sinclair Tractor of Washington (2022 John Deere Z994R) \$11,992.00
- Morning Sun Implement (2022 Kubota Commercial STR 28HP) \$13,300.00

Motion by Earnest, seconded by Glinsmann, to award the bid to Sinclair Tractor of Washington for \$11,992.00.

Motion by Youngquist, seconded by Stigers, to approve a Prairie Partners Cost-Share Program Agreement for prairie project at the Wellness Park. Motion carried.

Parks Superintendent Nick Pacha presented bids to replace the roof on the main pavilion in Sunset Park:

- BW Construction \$5,750.00
- Brenneman Builders \$5,975

Motion by Earnest, seconded by Gault, to award the project to BW Construction for \$5,750.00. Motion carried.

Motion by Youngquist, seconded by Glinsmann, to approve Pay Application No. 4 for the West Buchanan Street Paving and Reconstruction Project for \$520,387.00. Motion carried.

Motion by Stigers, seconded by Glinsmann, to approve the Third and Final Reading of an Ordinance Repealing Ordinance 1105. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Ordinance 1134)**

Departmental reports were presented.

Motion by Glinsmann, seconded by Youngquist, that the Regular Session held at 6:00 p.m., Tuesday, April 19, 2022, is adjourned at 7:28 p.m.

Sally Y. Hart, City Clerk



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

March 31, 2022
Project No: 0T5.126418
Invoice No: 0286965
Client Account: WASHINGT_CI_IA

Washington/Runway 18/36 PAPI and REILS

Design and Bidding (001)
Fee

Total Fee	21,800.00		
Percent Complete	100.00	Total Earned	21,800.00
		Previous Fee Billing	10,900.00
		Current Fee Billing	10,900.00
		Total Fee	10,900.00
		Total this Task	\$10,900.00
		Total this Invoice	\$10,900.00

301-6-2080-6716
002-6-2080 Initials *JEH*
EXP. 18-36 PAPI & REILS
Vender # _____ Date Rec. 4-19-2022
Due Date _____ Inv # _____



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

March 31, 2022
Project No: 0T5.126255
Invoice No: 0286964
Client Account: WASHINGT_CI_IA

Washington/Runway 18/36 Lighting

Design and Bidding (001)

Fee

Total Fee	52,400.00		
Percent Complete	100.00	Total Earned	52,400.00
		Previous Fee Billing	34,080.00
		Current Fee Billing	18,320.00
		Total Fee	18,320.00
		Total this Task	\$18,320.00
		Total this Invoice	\$18,320.00

301-6-2080-6716
~~002-6-2080~~ Initials JEK
EXP. 18-36 Lighting
Vender # _____ Date Rec. 4-29-2027
Due Date _____ Inv # _____



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

April 25, 2022

Invoice No: 43277

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

Professional Services for the Period: March 18, 2022 to April 21, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	8.00	160.00	1,280.00	
Technician #1	.50	119.00	59.50	
Technician #2	.25	102.00	25.50	
Technician #6	.50	63.00	31.50	
Totals	9.25		1,396.50	
Total Professional Services				1,396.50
		Total Project Invoice Amount		\$1,396.50

GARDEN & ASSOCIATES, LTD.

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

April 25, 2022

Invoice No: 43276

Project 5020201 Washington - Buchanan Street Paving Project.

Client ID# 20040

Professional Services for the Period: March 18, 2022 to April 21, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	9.50	160.00	1,520.00	
Surveyor 1	3.00	130.00	390.00	
Surveyor 3	29.50	107.00	3,156.50	
Technician #1	.50	119.00	59.50	
Technician #2	1.75	102.00	178.50	
Technician #4	6.50	89.00	578.50	
Technician #5	.25	78.00	19.50	
Totals	51.00		5,902.50	
Total Professional Services				5,902.50

Unit Billing

Mileage			263.73	
Robot Total Station Equipment			611.00	
GPS Survey Equipment			164.50	
Total Units			1,039.23	1,039.23
Total Project Invoice Amount				\$6,941.73

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

April 25, 2022
Invoice No: 43274

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

Professional Services for the Period: March 18, 2022 to April 21, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	29.75	160.00	4,760.00	
Surveyor 3	3.50	107.00	374.50	
Technician #1	5.50	119.00	654.50	
Technician #2	5.00	102.00	510.00	
Technician #4	3.00	89.00	267.00	
Technician #6	2.00	63.00	126.00	
Totals	48.75		6,692.00	
Total Professional Services				6,692.00

Reimbursable Expenses

Job Costs-Recoverable				
4/8/2022 QUESTCDN.COM			240.00	
Total Reimbursables			240.00	240.00

Unit Billing

Mileage			172.87	
GPS Survey Equipment			70.50	
Total Units			243.37	243.37

Total Project Invoice Amount \$7,175.37

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

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

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

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

Invoice No. 28863
Date 03/31/2022
Client No. 03793

Audit of financial statements for the year ended June 30, 2021
and presentation to the City Council.

\$ 14,525.00

Total For Services 14,525.00

Lodging	\$ 250.16
Postage, copies and supplies	96.38
Meals	235.46
Mileage	<u>241.02</u>

Total For Expenses 823.02

Total 15,348.02

Progress Applied (11,500.00)

Current Amount Due \$ 3,848.02

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



404 W Main St
Washington, IA 52353
319-653-6543 • FAX 319-653-5685

Superintendent
William Stone
Curriculum Director
Veta Thode
Business Manager
Jeff Dieleman

April 13, 2022

TO:
City of Washington

Remit Payment To:
Washington Community School District
Business Office
404 West Main St., PO Box 926
Washington, IA 52353

INVOICE

ITEM	UNITS	RATE	AMOUNT
4th Street Patching	1.00	\$18,980.00	\$18,980.00

Due on Receipt \$18,980.00

**PREPARING OUR STUDENTS TO
LEAD LIVES WITH PURPOSE**

**COMMUNICATE // COLLABORATE // CONTRIBUTE
PERSEVERE // INNOVATE // THINK CRITICALLY**





AIA® Document G701 – 2017

Change Order

PROJECT: (Name and address) Washington CSD Stewart Elementary Site Improvements 821 North 4th Avenue Washington, IA 52353	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: August 25, 2021
OWNER: (Name and address) Washington Community School District 404 West Main Street PO Box 926 Washington, IA 52353	ARCHITECT: (Name and address) Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc. 1466 28th Street, Suite 200 West Des Moines, IA 50266	CONTRACTOR: (Name and address) DeLong Construction, Inc. PO Box 488 Washington, IA 52353

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)




1. Patch street per City request and Owner approval. Add: \$18,980. The City will reimburse the District.
2. Add 33 SY of paving on south side of school. Add: \$1,782.

The original Contract Sum was	\$ 314,624.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 314,624.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 20,762.00
The new Contract Sum including this Change Order will be	\$ 335,386.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.	DeLong Construction, Inc.	Washington Community School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
B. Vitus Bering, AIA, President	Dana DeLong-Patterson, President	Eric Turner, President, Board of Education
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
August 25, 2021		8/26/21
DATE	DATE	DATE

From: [Dana Patterson](#)
To: [Vitus Bering](#); [Karen Wood](#)
Cc: [Brendan DeLong](#)
Subject: Stewart School
Date: Wednesday, August 25, 2021 9:44:02 AM
Attachments: [doc00904720210825094157.pdf](#)

Good morning Vitus and Karen,

Attached is the Stewart school pay application. I was hoping this would be our final, except for the retainage, but it appears that Neumiller, the electrical sub, still has a small amount of work to do. The attached pay application includes 75% of their work. There are a couple extra things included.

1. The City asked (and Jeff Brock with the school approved) for us to bill the street patch through the contract. I believe the City has arranged to reimburse the School somehow. The cost for that was $292 \text{ SY} \times \$65 = \$18,980$
2. There was 33 SY of paving added on the south side of the school. The cost for that is $33 \text{ SY} \times \$54 = \1782

Let me know if there are questions.

Thank-you,

Dana DeLong-Patterson
DeLong Construction, Inc.
PO Box 488
Washington, Iowa 52353
Phone: 319-653-3334
Fax: 319-653-3351

THE CITY OF WASHINGTON
"Cleanest City in Iowa"



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

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

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

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

Business Address: **1002 W. Madison St.**

App #: **App-158748**

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

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

Liquor License: **Class E Liquor**

Cigarette License:

Dance Permit:

Sunday Sales: **X**

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **May 3, 2022**

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

Police Chief sign off _____ Date 4-14-2022

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ Date _____



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #1624	(319) 863-9040	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
1002 W MADISON ST	Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP
PO Box 3001	Ankeny	Iowa	50021

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003220	Class E Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
June 15, 2022	June 14, 2023		

SUB-PERMITS

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



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
SAMUEL JAMES	Ankeny	Iowa	50021	PRESIDENT	0.00	Yes
BRIAN JOHNSON	Johnston	Iowa	50131	VICE PRESIDENT	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes
DOUGLAS BEECH	Ankeny	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

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

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

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

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

Business Address: **1002 W. Madison St.**

App #: **App-158749 (amendment)**

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

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

Liquor License: **Class E Liquor**

Cigarette License:

Dance Permit:

Sunday Sales: **X**

Living Quarters:

Outdoor Service Area:

Catering Privilege:

Date of Council Meeting: **May 3, 2022**

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

Police Chief sign off . Date 4-14-2022.

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ Date _____.



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #1624	(319) 863-9040	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
1002 W MADISON ST	Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP
PO Box 3001	Ankeny	Iowa	50021

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003220	Class E Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
June 15, 2022	June 14, 2023		

SUB-PERMITS

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



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
JOHN SOUPENE	ANKENY	Iowa	50023	VICE PRESIDENT	0.00	Yes
Michael Richardson	PLEASANT HILL	Iowa	50327	PRESIDENT	0.00	Yes
James R. Pistillo	URBANDALE	Iowa	50323	TREASURER	0.00	Yes
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JULIA JACKOWSKI	URBANDALE	Iowa	50322	SECRETARY	0.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			
Carla Heckman						



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

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

NOTIFICATION FORM –

LIQUOR/BEER/CIGARETTE/DANCE

LICENSE RENEWALS

Business Name: **JP's 207**

Business Address: **207 W. Main St.**

App #: **App-155562**

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

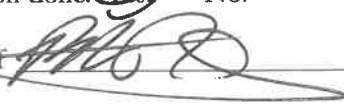
- Beer/Wine Permit:
- Liquor License: **Class C Liquor**
- Cigarette License:
- Dance Permit:
- Sunday Sales: **X**
- Living Quarters:
- Outdoor Service Area:
- Catering Privilege: **X**

Date of Council Meeting: **May 3, 2022**

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

Police Chief sign off _____ Date _____

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

Fire Chief sign off  Date **4/26/22**

THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

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

Business Name: **JP's 207**

Business Address: **207 W. Main St.**

App #: **App-155562**

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

Beer/Wine Permit:
Liquor License: **Class C Liquor**
Cigarette License:
Dance Permit:
Sunday Sales: **X**
Living Quarters:
Outdoor Service Area:
Catering Privilege: **X**

Date of Council Meeting: **May 3, 2022**

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

Police Chief sign off _____ Date 4-20-2022

Fire: fire inspection done: Yes: No:

Fire Chief sign off _____ Date _____



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
JARON PRICE, LLC	JP's 207	(319) 321-5365		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
207 W Main Street		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
207 W Main Street	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Jaron P Rosien	(319) 321-5365	jaron.jps207@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0039133	Class C Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 1, 2022	Apr 30, 2023	

SUB-PERMITS

Class C Liquor License



PRIVILEGES

Catering, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jaron P Rosien	Washington	Iowa	52353	Manager	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

May 1, 2022

POLICY EXPIRATION DATE

May 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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



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

SIDEWALK CAFÉ LICENSE APPLICATION FORM

1. Applicant Information:

- Restaurant Name & Address: CAFE DODICI, 122 S. IOWA AVE
- Liquor License No. (if applicable): _____
- Business Owner's Information
Name: Lorraine Williams Address: 125 Green Meadows Dr.
Phone: 319-461-6301 E-mail: Lorraine@cafe.dodici.com
- Building Owner (if different from above): _____

2. Application Checklist

Owner's Submittal

Staff Review

- | | | |
|--|----------|----------|
| • Application Fee (\$50) | <u>✓</u> | <u>✓</u> |
| • Must submit Site Plan which meets ordinance guidelines | <u>✓</u> | <u>✓</u> |
| • Proof of Insurance | <u>✓</u> | <u>✓</u> |
| • Indemnification Form | <u>✓</u> | <u>✓</u> |

(See Exhibit A)

3. Statement of Understanding:

I hereby acknowledge the City of Washington sidewalk café license requirements, have been provided a copy of the ordinance and agree to abide by the listed rules & regulations as a condition of continued enjoyment of said license. I further acknowledge and agree to the proposed temporary easement terms in Exhibit B of this application.

Signature

Date

4/25/22

Print Name

LORRAINE WILLIAMS

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



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

RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT
Exhibit A

WHEREAS, the undersigned desires to maintain a sidewalk café (e.g. an outdoor dining seating area on a portion of the public sidewalk in the City of Washington; and

WHEREAS, the City of Washington may permit the undersigned to maintain such as area, provided that the city shall not thereby incur the risk of any liabilities to the undersigned, or to any third party or employee of the undersigned, by virtue of the presence or actions of the undersigned:

NOW, THEREFORE, the undersigned agrees to release, indemnify, defend and hold harmless the City of Washington, its officers, employees and agents against any and all loss, liability, damage, claims, costs, attorney's fees and expenses which it may hereafter incur as a result of the undersigned's operation of the sidewalk café. The undersigned shall at his or her own expense, appear, defend and pay all attorney's fees and all costs and other expenses arising therefrom or incurred in connection with the undersigned's operation of the sidewalk café. If any judgments are rendered against the City in any such action, the undersigned shall satisfy and discharge the same excluding only such claims, demands or losses which result from the sole negligence of the City of Washington or its officers, agents or employees.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT, AND A CONTRACT BETWEEN THE CITY OF WASHINGTON AND ME, AND I SIGN IT OF MY OWN FREE WILL AND ACCORD.

Signed at Washington, Iowa this 25 day of April, 2022
City, State Date Month

Business Owner

Signature

A handwritten signature in blue ink, appearing to read "Lorraine Williams", written over a horizontal line.

Print Name

Lorraine Williams

Building Owner (if different from above)

Signature

Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2022

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 Horak Insurance 115 E. Washington Street Washington IA 52353	CONTACT NAME: Maryjo Rich	PHONE (A/C, No, Ext): (319) 653-2116	FAX (A/C, No): (888) 361-7576
	E-MAIL ADDRESS: maryjo@horakinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: West Bend Mutual Insurance		15350	
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			


COVERAGES CERTIFICATE NUMBER: CL2242509602 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		A098674	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Cyber Liability \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	A098701	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	LIQUOR LIABILITY		A101680	12/01/2021	12/01/2022	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

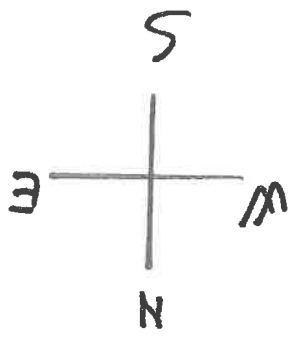
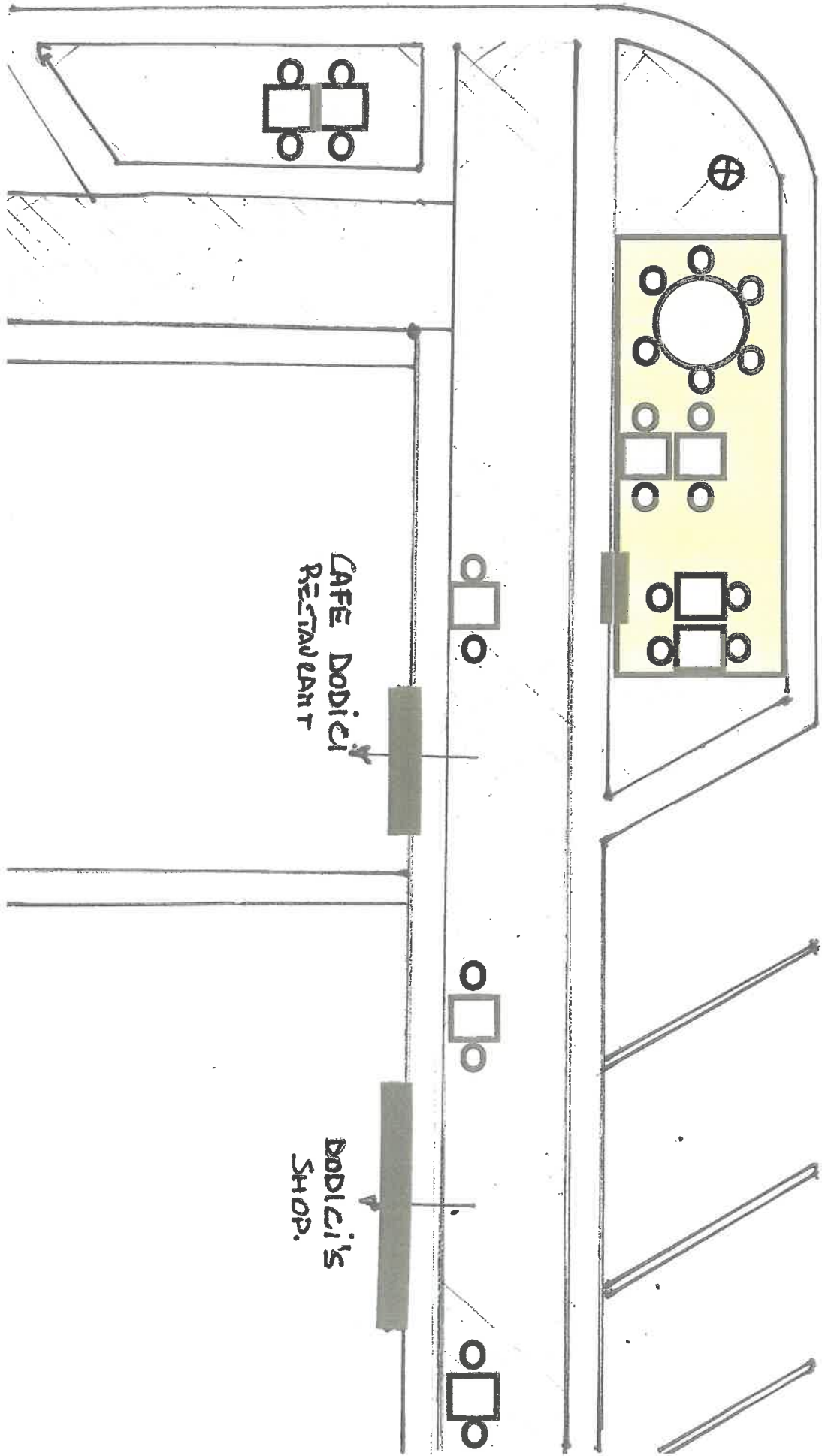
CERTIFICATE HOLDER**CANCELLATION**

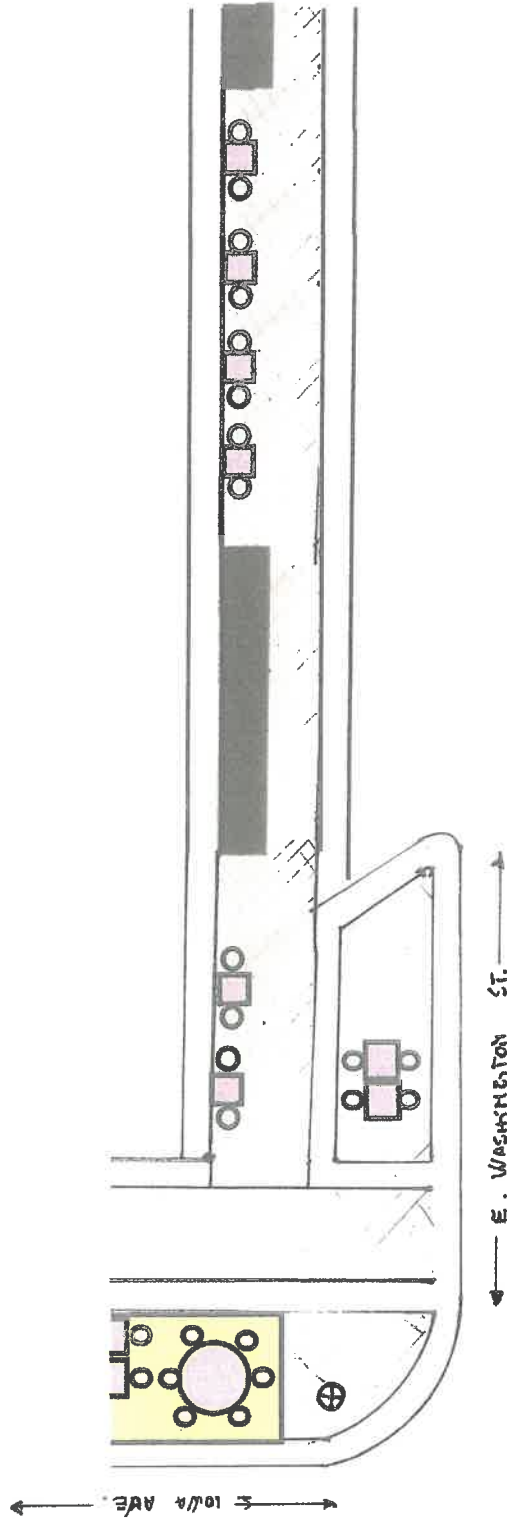
City of Washington 215 East Washington Washington IA 52353	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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← E. WASHINGTON ST. →

← 10th AVE. →





City Administrator Report
May 3, 2022

- Attended the Historic Preservation Meeting
- Had a good conversation with the Chamber director from Creston who did the quiet zone for them
- The rail crossings will get inspected May 18 as a requirement for the quiet zone
- Kiwanis's Amer's meeting was at City Hall last Friday. They took a tour of the building
- Met to discuss possible projects for the \$100M Destination Iowa grant
- Meeting again regarding Choices and the Lighthouse
- Hotel/Motel meeting last week
- Nuisance meeting last week
- ECICOG meeting last week
- Holding Council one-on-one and department heads one-on-one
- Will be out of the office May 4-6, access to email if something comes up, but out of town

MAINTENANCE & CONSTRUCTION DEPT. REPORT

4-2-22/4-15-22

STREETS: Personnel cold mixed some potholes using 3 ton. The street sweeper cont'd to operate around town.

WATER DISTRIBUTION: Personnel finished up the water service repair at Marshall's Furniture. Personnel turned many waters on/off for different reasons (plumbers & snow birds mainly).

SEWER COLLECTION: Personnel jetted, televised and excavated a sewer main located at South 6th Ave-East Jefferson, a clay line that is collapsing. Crews excavated and repaired two places on the line.

Jetting took place on West Buchanan for contractor purposes, including televising the newly installed sanitary sewer. Jetting also took place between South 2nd Ave & South Iowa south of East Harrison St, for K&S (Alliant contractor) to televise re:gas line installation.

STORM SEWER COLLECTION: Personnel NA

MECHANIC/SHOP: Personnel serviced 303 (noise problem-front brakes), 504, PD Trailblazer, FD #4 (batteries), FD #2 (alternator), 105 (material for bed side boards), WWTP dog truck, WTP Explorer to Mincer (recall), 611, 111 (replaced reverse light & hydraulic lines), 003 (rear view mirror install), PD 009, small engines, 119 (took out salt spreader) and fuel report.

OTHER: Personnel hauled rock to the storage bins. Personnel responded to 67 One Call Locates. Yard waste route cont'd. Personnel hauled dirt to the new pavilion (Stewart-6 loads) in the Wellness Park. Two personnel attended a training session and certification class for concrete testing (PCC level 1).

*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.

MAINTENANCE & CONSTRUCTION DEPT. REPORT

4-16-22/4-29-22

STREETS: Personnel pothole patched and operated the street sweeper. Addressed a couple alleys with rock.

WATER DISTRIBUTION: Personnel installed a 1 inch water service at the new pavilion inside the Wellness Park for a drinking fountain/bottle refill/dog bowl water, plus installed a drain into an 8 inch storm line to that same fountain. Personnel had 14 water shut offs for nonpayment. Personnel performed a 1 inch water service for the Halcyon House newly constructed raised gardens off of South Ave B.

SEWER COLLECTION: Personnel continued & finished the 8 inch sanitary sewer on Meadowview Lane after laying 150 ft of pipe and installing a manhole. Personnel also jetted and flushed numerous sewer lines where there were issues with service lines. Jetted and flushed areas for K&S to televise sewer mains to locate services for new gas line installs.

STORM SEWER COLLECTION: Personnel replaced a curb casting intake with a driveway approach casting on Campbell Drive in Oakwood subdivision.

MECHANIC/SHOP: Personnel took two pieces of equipment (old leaf vac & crack sealer) plus 302 a 1996 Ford 250 to the scrap yard netting \$1,400. Personnel serviced M/C Tanker, WWTP truck, 305 (recall), 337, 301, PD 307 (door hinges), FD #1 and 105 (sideboards/painted).

OTHER: Personnel responded to 87 One Call Locates. Yard waste pick up continued. Personnel assisted with the grinding of the yard waste and brush pile, consisting of 12 hours. Personnel assisted the Parks Dept in taking down the Xmas lights and the cover off of the Central Park fountain. Picked up appliances for spring clean up and assisted the WWTP during spring cleanup.

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

**WWTP report
May 3rd, 2022
Council meeting**

- **After hour alarm and dog call outs**
No call outs at this time.
- **Dept Head meetings** –May 5th, also a one on one with Deanna on the 22nd
- **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.
- **Annual and Bi-Annual testing-**We went to Bazooka-Farmstar on the April 26th and collected our bi-annual sample. I also made arrangements for the annual Toxicity test later in May. I am also working on our annual EPA proficiency testing.
- **WWTP Mowing-**We have started mowing at the WWTP and the 3 lift stations in town.
- **Tree Trimming-**We have been doing a lot of tree trimming at the WWTP along with the removal of a few trees. Along with all of the trimming we mulched around all trees and buildings.
- **Old WWTP Demo-**The fence company is to start on May 2nd then DeLong will final grade and seed.
- **E-Coli Testing-**May will be our first round of three rounds of E-Coli testing.
- **City wide cleanup-**Clean up was held April 23rd at the WWTP from 7-11a.m. We had 5 city staff and the Johnson County crew working and went very well. Approximately 285 cars came trough.

**Jason Whisler
4/29/2022 9:00 a.m.**



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. **APPLICANT INFORMATION**

Name/Event: Washington Farmers' Market

Coordinator: Sarah Grunewaldt, Bob Shepherd

Contact Number: 319-653-3918

Email Address: sarah@washingtioniowa.org

2. **EVENT INFORMATION**

Event Description: Our 34th season of hosting the Washington Farmers' Market in Central Park. Vendors will be spread out across Central Park to keep traffic flowing & hopefully reduce wear on the grass in Central Park.

Days/Dates of Event: Thursdays 5-7:30 May 19th through October 13th, 2022

Time(s) of Event: (Include Set Up/Tear Down Time) 3-8 pm

Event Location: Central Park

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

3. **REQUEST INFORMATION (Check All Applicable Items)**

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

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

Description: _____

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

8. AGREEMENT

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

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

Sarah N. Grunswaldt

4/28/2022

Applicant/Sponsor Signature

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
<u>4/28/2022</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov Comments/Restrictions:
<u>4/28/2022</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov Comments/Restrictions:
<u>4/28/2022</u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov Comments/Restrictions:
<u>4/28/2022</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov Comments/Restrictions:
<u>4/28/2022</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov Comments/Restrictions:
	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions: works with our vendors directly.			

CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____

Denied: _____

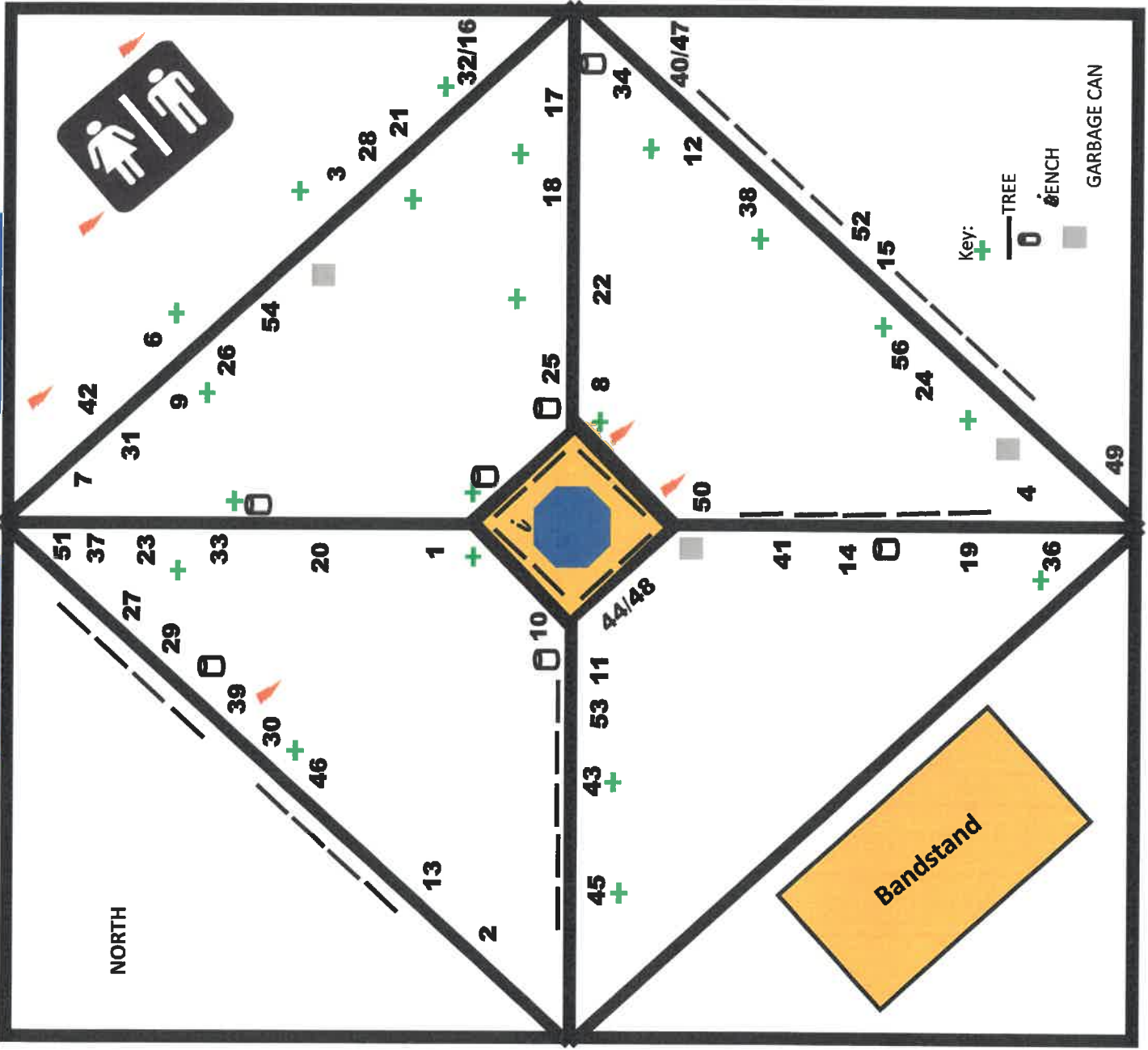
CONDITIONS IMPOSED: _____

Washington Farmers' Market

2022 Layout

Food Truck #2
6/16-8/11

Food Truck





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@washingtioniwa.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: Movies on Main Street

Coordinator: Sarah Grunewaldt

Contact Number: 319-653-3918

Email Address: sarah@washingtioniwa.org

2. **EVENT INFORMATION**

Event Description: Join us for our 5th year as we show movies on the Central Park Bandstand. We we will place the cross walk signs out at the mid-block crossings. Park lights will be off for the duration of the film only. We will utilize the sound equipments & bandstand for the event.

Days/Dates of Event: June 3, July 1, August 5, & October 8th (as part of Hocus Pocus in the Park)

Time(s) of Event: (Include Set Up/Tear Down Time) 7-11 pm

Event Location: Central Park

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

3. **REQUEST INFORMATION (Check All Applicable Items)**

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

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

Description: _____

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

Other Requests

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

Use of gators/UTV/ATV on City streets

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

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

Walk/Run (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

Fireworks (specify location :)

Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Yield signs for crosswalks

Emergency "No Parking" Signs

Garbage/Recycling Barrels

Traffic cones

Street Sweeping following (parades)

Picnic Tables

Other (please specify :)

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

Amplified Sound/Speaker System

Recorded/Live Music

Public Address System

If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: Sarah Grunewaldt

Phone: 319-653-3918

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.

Sarah N. Grunswaldt

4/28/2022

Applicant/Sponsor Signature

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
<u>4/28/2022</u>	City Clerk (Liquor Licenses)	Sally Y. Hart	319-653-6584 ext 131	sallyhart@washingtioniowa.gov Comments/Restrictions:
<u>4/28/2022</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov Comments/Restrictions:
<u>4/28/2022</u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov Comments/Restrictions:
_____	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov Comments/Restrictions:
<u>4/28/2022</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov Comments/Restrictions:
_____	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2022

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 Horak Insurance 115 E. Washington Street Washington IA 52353	CONTACT NAME: Erin Leyden PHONE (A/C, No, Ext): (319) 653-2116 E-MAIL ADDRESS: erin@horakinsurance.com FAX (A/C, No): (888) 361-7576																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: West Bend Mutual Insurance</td> <td></td> <td>15350</td> </tr> <tr> <td>INSURER B: Liberty Mutual Insurance Group</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: West Bend Mutual Insurance		15350	INSURER B: Liberty Mutual Insurance Group			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** CL2242909612 **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	ADDD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
							INSD	WVD
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1814659	12/01/2021	12/01/2022	EACH OCCURRENCE	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC5-34S-536477-020	12/01/2021	12/01/2022	PER STATUTE	
	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N <input checked="" type="checkbox"/> Y	N/A					E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Washington 215 E Washington Stq Washington IA 52353	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 
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Case Report

4/1/2022 - 4/28/2022

Case Date	Main Status	Actions Taken	Method of Warning	Description	Parcel Address
4/27/2022	Open		Hanger	Parked on grass	308 N C AVE
4/27/2022	Open		Hanger	appliance in back yard	1037 N 8TH AVE
4/26/2022	Open		Hanger	vehicle on grass	218 MCCREEDY DR
4/26/2022	Open		Hanger	dumpsters and trailer on grass	927 S 3RD AVE
4/25/2022	Open		Hanger	boat on grass couch in yard by garage	514 S C AVE
4/25/2022	Open		Hanger	indoor furniture outside	520 S C AVE
4/22/2022	Open		Email	clean up property	1200 HWY 1 & 92
4/21/2022	Open		Hanger	meter reader can't get to TR button	417 S IOWA AVE
4/21/2022	Closed		Hanger	furniture at curb	529 W MAIN ST
4/21/2022	Closed		Hanger	furniture at curb	806 S D AVE
4/21/2022	Closed		Hanger	furniture on curb	523 N IOWA AVE
4/20/2022	Open		Hanger	parked on grass not current license	1020 N 6TH AVE
4/20/2022	Closed		Hanger	indoor furniture outside	432 E MONROE ST
4/20/2022	Closed	gave city cleanup	Phone Call	mattresses at renters	505 N IOWA AVE

		paper to landlord			
4/19/2022	Open		Hanger	fridge outside	421 S B AVE
4/19/2022	Open		Email	living in camper	1102 E WASHINGTON ST
4/18/2022	Open		Email	trash blowing into neighbors yard	628 W MAIN ST
4/18/2022	Closed	sent email asking about plans on 4/27	Hanger	vehicle on grass	619 S 12TH AVE
4/18/2022	Closed		Hanger	junk vehicle parked on neighbors grass	611 S B AVE
4/15/2022	Closed		Hanger	washer at curb	415 E VAN BUREN ST
4/13/2022	Closed		Hanger	junk patio swing at curb	403 S 7TH AVE
4/13/2022	Closed		Hanger	furniture at curb	1606 N 3RD AVE
4/13/2022	Open	sent email on 4/27	Hanger	park on grass	725 W 3RD ST
4/12/2022	Closed	took pictures	Letter	vehicles in yard	438 E VAN BUREN ST
4/11/2022	Open	took pictures	Letter	junk in yard	420 S 7TH AVE
4/8/2022	Closed		Phone Call	car on grass	839 S B AVE
4/8/2022	Open	took pictures. gave her door hanger about junk vehicle and paper on clean up. Sent letter 4/26	Verbal Warning	neighbors complaining about junk in yard junk vehicle on grass	602 E WASHINGTON ST
4/8/2022	Closed	gave her paper on garbage stickers and spring clean up	Verbal Warning	couch at curb	1512 N 2ND AVE
4/7/2022	Closed	took pictures sent email on 4/27 asking	Letter	junk vehicles on grass appliances	521 W 3RD ST

		them to work out a solution with me			
4/7/2022	Closed	took pictures	Letter	Vehicle and boat on grass	521 W 2ND ST
4/7/2022	Closed		Hanger	indoor furniture outside	815 N 8TH AVE
4/7/2022	Closed		Hanger	park on grass	829 S B AVE
4/6/2022	Closed	left message	Phone Call	couch in yard	1014 E WASHINGTON ST
4/6/2022	Closed	left message	Phone Call	trailer on grass	727 E 2ND ST
4/6/2022	Open	left message	Phone Call	siding on home	602 N 6TH AVE
4/5/2022	Open	took pictures	Letter	junk vehicles, campers, and boats etc	1015 N 6TH AVE
4/5/2022	Open	sent letter 4/22 to owner and occupant	Hanger	junk @ curb, cars on grass	958 S IOWA AVE
4/5/2022	Closed		Hanger	indoor furniture at curb	822 N IOWA AVE
4/5/2022	Closed		Hanger	indoor furniture in yard	904 N IOWA AVE
4/5/2022	Closed		Hanger	tires at curb	807 N 5TH AVE
4/5/2022	Open	sent letter with pictures 4/26	Hanger	vehicle on grass, no license	904 N 6TH AVE
4/5/2022	Closed		Hanger	chair at curb	304 E JACKSON ST
4/4/2022	Open	took pictures	Letter	vehicles and pile of yard waste	428 S 6TH AVE
4/4/2022	Open	took pictures	Letter	junk vehicles and other junk	326 E JEFFERSON ST
4/1/2022	Closed		Hanger	parked on grass	516 S 6TH AVE
4/1/2022	Closed	took picture	Letter	trailer full of garbage and mattresses	323 E 3RD ST

4/1/2022	Open	took pictures	Letter	vehicles on grass siding on home	302 E 3RD ST

Total Records: 47

4/28/2022

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
MAY 3, 2022**

POLICE	ALLIANT ENERGY	ALLIANT ENERGY	775.46
	ARNOLD MOTOR SUPPLY	VEHICLE MAINTENANCE/PARTS	339.48
	BDH TECHNOLOGY LLC	A.P. FOR GETAC	338.75
	CAPITAL ONE	BATTERIES	10.98
	CUSTOM IMPRESSIONS INC	PD PR BANNER	225.00
	EMBROIDERY BARN	ALTERATIONS	9.00
	GALLS LLC	SUPPLIES	133.03
	HANSEN, ETHAN	TRAINING EXP & REIMBURSEME	154.96
	IGRAPHIX, INC	SHIPPING	12.75
	MARCO, INC.	COPIER PAYMENTS	389.54
	SYNNEX FINANCIAL SERVICES	TABLET LEASE	604.26
		TOTAL	2,993.21
FIRE	ALLIANT ENERGY	ALLIANT ENERGY	1,744.78
	ARNOLD MOTOR SUPPLY	PARTS	37.24
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	204.50
	CINTAS CORP LOC. 342	TOWEL SERVICE	77.83
	COBB OIL CO., INC.	FUEL	22.76
	HIWAY SERVICE CENTER	VEHICLE MAINTENANCE SUPPLI	97.03
	VISA-TCM BANK, N.A.	MAILING & LODGING FOR WORK	168.17
	WAGNER, BILL	REIMBURSEMENT CLEANING SUPP	37.72
		TOTAL	2,390.03
DEVELOPMENT SERVICES	AMAZON CAPITAL SERVICES	PHONE SCREEN PROTECTORS	11.99
	BEAL, MARSHALL	TRAINING REIMBURSEMENT	19.45
	INTERNATIONAL CODE COUNCIL	CERTIFICATION TESTING	995.00
	WIBSTAD, ZACH	TRAINING & MEAL REIMBURSEM	27.33
		TOTAL	1,053.77
LIBRARY	BAKER & TAYLOR	LIBRARY MATERIALS	108.39
	CAPITAL ONE	SUPPLIES, PHONE & SHELF BR	45.10
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	42.68
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	186.00
	CINTAS CORP LOC. 342	MAT SERVICE	75.40
	DIVISION OF LABOR/ELEVATOR SAFETY	ELEVATOR PERMIT	225.00
	FAREWAY STORES	PROGRAMMING SUPPLIES	50.92
	KCTC	UPS REPLACEMENT	589.99
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	622.84
	VALENTINE, TAMMY	MILEAGE REIMBURSEMENT	4.10
	VISA-TCM BANK, N.A.	HOTSPOTS, GOGGLE & ZOOM	874.70
		TOTAL	2,825.12
PARKS	4-M PLUMBING & HEATING INC.	CP RR REPAIR	231.80
	ALLIANT ENERGY	ALLIANT ENERGY	1,017.69
	BECHTOLD, SUE	PARK RESERVATION REFUND	25.00
	BLUE MOON SATELLITES, LLC	PORTABLE TOILET SERVICE	276.00
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	491.00
	O'REILLY AUTOMOTIVE INC	MOWER PART	3.89
	VISA-TCM BANK, N.A.	SUPPLIES AND PARTS	160.61
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	17.00
	WASHINGTON LUMBER	RIVER ROCK- MADISON PARK	53.88
		TOTAL	2,276.87
POOL	HERITAGE FLOORING CONCEPTS LLC	POOL FLOORING EPOXY DEPOSI	4,725.00
		TOTAL	4,725.00

CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	291.10
	ARNOLD MOTOR SUPPLY	FILTERS FOR JD TRACTOR	109.58
	DOUDS STONE LLC	ROADSTONE	515.35
	STRANSKY, JIM	SERVICE KIT	69.88
	VISA-TCM BANK, N.A.	MOWER PARTS, TRIMMER PARTS	585.31
		TOTAL	1,571.22
FINANCIAL ADMINISTRATI	ALLIANT ENERGY	ALLIANT ENERGY	1,357.05
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	107.64
	AMAZON CAPITAL SERVICES	PHONE SCREEN PROTECTORS	22.23
	BARNGROVER & SON GLASS CO	FRONT DOOR REPAIR	322.50
	BROWN, KELSEY	MILEAGE IMFOA CONFERENCE	141.57
	CINTAS CORP LOC. 342	RUG SERVICE	48.90
	CUSTOM IMPRESSIONS INC	ENGRAVED SIGN & DESK HOLDE	132.15
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE AGREEMENT	154.98
	IA DEPT OF REVENUE	WITHHOLDING	246.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	280.00
	PACE PAYMENT SYSTEMS	PACE ADMIN FEE	20.00
	PURCHASE POWER	POSTAGE	1,056.41
	ROSIEN, JARON	MILEAGE REIMBURSEMENT	28.67
	ROTARY CLUB OF WASHINGTON	DUES AND MEALS	145.30
	TASC	TASC ADMIN FEE	212.64
	VISA-TCM BANK, N.A.	SOFTWARE/ZOOM/REGISTRATION	346.22
	TOTAL	4,622.26	
AIRPORT	ALLIANT ENERGY	ALLIANT ENERGY	1,069.77
	CLOUDBURST 9	INTERNET	72.09
	WINDSTREAM IOWA COMMUNICATIONS	APRIL SERVICE	194.70
		TOTAL	1,336.56
ROAD USE	ARNOLD MOTOR SUPPLY	PARTS	117.03
	COBB OIL CO., INC.	FUEL	162.31
	DAVIS, CRAIG	MAIL BOX REPAIR	50.00
	DOUDS STONE LLC	ROADSTONE	845.36
	IOWA PRISON INDUSTRIES	NO PARKING SIGNS	165.00
	WELLINGTON, EARL	MECHANIC TOOLING	259.25
		TOTAL	1,598.95
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	53.51
		ALLIANT ENERGY	99.60
		ALLIANT ENERGY	7.68
		TOTAL	160.79
HOTEL/MOTEL TAX	VORTEX DIGITAL BUSINESS SOLUTIONS, INC	WEB UPDATES	922.15
		TOTAL	922.15
INDUSTRIAL DEVELOP	WEDG	WEDG SHARE- 915 E TYLER	3,638.57
		TOTAL	3,638.57
WELLNESS PARK	ALLENDAN SEED COMPANY	PRAIRIE GRASS SEED	2,062.50
		TOTAL	2,062.50
TREE COMMITTEE	WASH CO CONSERVATION BOARD	TREE PLANTING DONATION	1,000.00
		TOTAL	1,000.00

K-9 PROGRAM	JOHN DEERE FINANCIAL	K9 DOG FOOD	51.99	
	AMAZON CAPITAL SERVICES	K9 SUPPLIES	129.86	
		TOTAL	181.85	
LIBRARY	AMAZON	LIBRARY MATERIALS	717.35	
	AWE ACQUISITION INC	CHILDRENS COMPUTER & SOFTW	3,743.50	
	BAKER & TAYLOR	LIBRARY MATERIALS	211.22	
	BLACKSTONE PUBLISHING	AUDIOBOOKS	104.84	
		TOTAL	4,776.91	
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	460.63	
	GLOBAL PAYMENTS	DC/CC ADMIN FEE	1,957.69	
	IA DEPT OF REVENUE	WET TAX	6,985.97	
	JENNINGS, ELAINE	MILEAGE REIMBURSMENTS	28.37	
	POSTMASTER	BULK MAILING WATER BILLS	961.12	
	STREFF, ROSE	MILEAGE REIMBURSMENT	5.85	
	VISA-TCM BANK, N.A.	OPERATOR CERTIFICATES	126.08	
		TOTAL	10,525.71	
	WATER DISTRIBUTION	ALLIANT ENERGY	ALLIANT ENERGY	21.92
		CAPITAL ONE	SUPPLIES, PHONE & SHELF BR	73.56
VISA-TCM BANK, N.A.		OFFICE SUPPLIES	146.90	
		TOTAL	242.38	
SEWER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	12,205.66	
	AMAZON CAPITAL SERVICES	COUNTERS FOR CARS	21.77	
	DETECTION INSTRUMENTS CORPORATION	H2S CALIBRATION	131.07	
	ENVIRONMENTAL RESOURCE ASSOCIATES	EPA TESTING	224.79	
	EUROFINS ENVIRONMENT TESTING NC	TESTING	1,444.80	
	GPM ENVIRONMENTAL SOLUTIONS LLC	SAMPLER PUMP REPLACEMENT	639.43	
	IA DEPT OF REVENUE	SALES TAX	2,046.69	
	USA BLUEBOOK	PROBE, SENSORS AND ADAPTER	2,823.94	
	WINDSTREAM IOWA COMMUNICATIONS	APRIL SERVICE	283.70	
		TOTAL	19,821.85	
	SEWER COLLECTION	ARNOLD MOTOR SUPPLY	PARTS #303	756.15
GIERKE ROBINSON CO., INC		RENTAL TO REPAIR OFFICE FL	154.62	
		TOTAL	910.77	
SANITATION	JOHNSON COUNTY REFUSE INC	GARBAGE STICKERS	4,125.00	
	WASH CO HUMANE SOCIETY	APRIL COLLECTIONS	343.99	
	WEIKERT IRON & METAL	APPLIANCE PICKUP	300.00	
		TOTAL	4,768.99	
SELF INSURANCE	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	399.84	
		TOTAL	399.84	
UNEMPLOYMENT SELF INS	IOWA WORKFORCE DEVELOPMENT	1ST QTR UNEMPLOYMENT	16,310.96	
		TOTAL	16,310.96	
		TOTAL	91,116.26	

NOTICE OF PUBLIC HEARING

The City Council of the City of Washington, Iowa, will hold a public hearing on the proposal to enter into a Development Agreement with ACE Signature Homes, LLC (“the Developer”) at 6:00 p.m. on Tuesday, May 3, 2022 in the Washington City Council Chambers at 215 E. Washington Street in the Washington. The proposed Development Agreement contemplates the payment of a not-to-exceed \$800,000 economic development grant to the Developer for residential housing development in Washington.

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

April 29, 2022

To: Mayor & City Council

From: Deanna McCusker
City Administrator

Re: A.C.E. Signature Homes Development Agreement

Specific language has been added to this development agreement to offer protection to the City. Specifically, on page 4, giving A.C.E. Signature Homes 36 months to construct, with 4 units each year. They are to market these lots for sale also. Additionally, the lots can not be sold for more than market value of other new construction lots in Washington.

Also, a unit is complete when a certificate of occupancy is issued. A.C.E. Signature Homes must provide at least 3 days' notice and at least 1 week prior to closing for the final inspection to receive a certificate of occupancy.

Also, once a deed for the lot has been signed, a home must be built within 18 months.

If 4 homes are not constructed within each year, A.C.E. Signature Homes must pay the City \$10,000 per unit. If this amount is not paid within 30 days of the shortfall, they would need to repay the city the entire \$800,000.

Due to these extra stipulations, I would recommend that the City Council approve this development agreement with A.C.E. Signature Homes.

Sincerely,
Deanna McCusker
City Administrator

RESOLUTION 2022-__

**A RESOLUTION AUTHORIZING A
DEVELOPMENT AGREEMENT WITH ACE SIGNATURE HOMES, LLC,
FOR NLW PHASE 2 SUBDIVISION**

WHEREAS, ACE Signature Homes, LLC (the “Developer”) and the City have negotiated a Development Agreement whereby the City would grant the sum of not-to-exceed \$800,000 to the Developer for residential housing purposes and the City shall install infrastructure for the subdivision including water, wastewater, storm sewer, and road (the “Project”); and,

WHEREAS, the Project is proposed to be constructed on property located within the Washington Unified South Central Residential Urban Renewal Area; and,

WHEREAS, a public hearing was held on the proposal to grant the sum of \$800,000 to the Developer as an urban renewal project; and,

WHEREAS, Chapters 15A and 403 of the Iowa Code authorizes cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the objectives of the urban renewal project and Chapters 15A and 403 of the Code of Iowa; and,

WHEREAS, the City Council has heretofore determined that entering into the Development Agreement with the Developer is in the best interests of the citizens of the City.

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

Section 1. The City Council hereby approves the aforementioned Development Agreement, attached to this Resolution.

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

PASSED AND APPROVED this 3rd day of May, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

DEVELOPMENT AGREEMENT

This Agreement is made this 18 day of April, 2022, between the City of Washington, Iowa, 215 East Washington Street, Washington, Iowa, hereafter the "City"; and A.C.E. Signature Homes, LLC, an Iowa limited liability company, 305 N. Main Street, North Liberty, Iowa 52317 (hereafter "A.C.E. Signature Homes, LLC").

WHEREAS, City is the owner of that certain property legally described as Lots 10 through 21, NLW Subdivision, Plat 2, Washington, Iowa (the "the Plat 2 Property"), said Plat being attached hereto as Exhibit "A"; and

WHEREAS, A.C.E. Signature Homes, LLC desires to purchase the Plat 2 property; and,

WHEREAS, the City has agreed to sell the Plat 2 Property to A.C.E. Signature Homes, LLC for a purchase price of \$310,000; and

WHEREAS, A.C.E. Signature Homes, LLC intends to construct residential units on a portion of the Plat 2 Property and will be the real estate broker to sell the remaining portion of the Plat 2 Property to other homebuilders; and

WHEREAS, it is in the best interest of the City to sell the Plat 2 Property to A.C.E. Signature Homes, LLC for the construction of residential housing units in the City.

NOW, THEREFORE, ON THE BASIS OF THE PRECEDING RECITALS, AND FOR THE MUTUAL CONSIDERATION OF ENTERING INTO THIS AGREEMENT, THE DEVELOPER AND CITY AGREE AS FOLLOWS:

A. Real Estate Closing for Plat 2 Property.

1. **Purchase Price.** A.C.E. Signature Homes, LLC shall pay the sum of \$310,000.00 for the purchase of the Plat 2 Property, subject to deductions allowed in Section (A)(9) below. A.C.E. Signature Homes, LLC shall place \$3,000 of earnest money into their trust account for the purchase.

2. **Real Estate Taxes.** City shall pay real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.

3. **Risk of Loss and Insurance.** City shall bear the risk of loss or damage to the Plat 2 Property prior to closing and possession. City agrees to maintain existing insurance and A.C.E. Signature Homes, LLC may purchase additional insurance.

4. **Possession and Closing.** If A.C.E. Signature Homes, LLC timely performs all of its obligations, possession of the Plat 2 Property shall be delivered to A.C.E. Signature Homes, LLC on or before October 7, 2022, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by A.C.E. Signature Homes, LLC pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.

5. **Condition of Property.** The Property as of the date of this Agreement will be preserved by City in its present condition until closing. City makes no warranties, express or implied, as to the condition of the Property. A.C.E. Signature Homes, LLC acknowledges that it is purchasing the Plat 2 Property in an "AS IS" condition.

6. **Abstract and Title.** City, at City's expense, shall deliver to A.C.E. Signature Homes, LLC, at City's expense an abstract of title to the Plat 2 Property continued through the date of acceptance of this Agreement. It shall show marketable title in City in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. City shall make every reasonable effort to promptly perfect title. If closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the A.C.E. Signature Homes, LLC when the Purchase Price is paid in full and the Closing occurs. City shall pay the costs of additional abstracting and title work due to any act or omission of City, including transfers by or the death of City or assignees. The abstract shall be

obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

7. **Environmental Matters.** City warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Plat 2 Property, the Plat 2 Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and City has done nothing to contaminate the Plat 2 Property with hazardous wastes or materials. City warrants that the Plat 2 Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. In the event that there exists any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Plat 2 Property, A.C.E. Signature Homes, LLC has the right to cancel this Agreement. If any abandoned wells exist, A.C.E. Signature Homes, LLC may require City to cap the well in accordance with all applicable laws and regulations.

8. **Deed.** Upon payment of the Purchase Price, City shall convey the Property to A.C.E. Signature Homes, LLC by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except easements and restrictions of record. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City. City shall prepare the deed for signature by City at the closing.

9. **Use of Purchase Price.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens, payoff the current real estate contract and to acquire outstanding interests, if any, of others. City shall pay the real estate transfer tax associated with this transaction and A.C.E. Signature Homes, LLC shall pay the costs of recording the documents.

B. Developer's Obligations.

1. The parties to this Agreement agree that the Purchase Price for each lot in the Plat 2 Property is as follows:

Lot 10: \$24,000
Lot 11: \$21,000
Lot 12: \$21,000
Lot 13: \$21,000
Lot 14: \$21,000
Lot 15: \$20,000

- Lot 16: \$22,000
- Lot 17: \$32,000
- Lot 18: \$32,000
- Lot 19: \$28,000
- Lot 20: \$34,000
- Lot 21: \$34,000

A.C.E. Signature Homes, LLC may cause residential units to be constructed on any of the lots in the Plat 2 Property and will be responsible for marketing and selling the remaining lots that A.C.E. Signature Homes, LLC will not build upon in the Plat 2 Property, with the goal of having all twelve (12) lots fully built out within thirty-six (36) months of the date of this Agreement, as follows:

<u>Calendar Year</u>	<u>Total Units Completed</u>
2023	4
2024	4
2025	4

For its services in marketing the remaining lots, A.C.E. Signature Homes, LLC may sell each lot for no more than fair market value of other new construction lots selling in Washington.

2. Covenants upon sale. On the lots that A.C.E. Signature Homes, LLC is constructing in the Plat 2 Property, A.C.E. Signature Homes, LLC, shall construct said houses and have a residential dwelling(s) on said lots within thirty-six (36) months of the date on the deed conveying the lots to A.C.E. Signature Homes, LLC. As part of every sale made by A.C.E. Signature Homes, LLC of the remaining lots in the Plat 2 Property, as part of said deed, there shall be a covenant that requires a residential dwelling(s) be constructed on each lot within eighteen (18) months of the date of the deed. For purposes of this paragraph 2, the residential dwelling will be completed on the earlier of listing the house for sale or persons moving into said residential dwelling(s). The overall goal of the City is to have all of the lots built upon within thirty-six (36) months from the date of this Agreement.

3. For purposes of this Agreement, a unit is deemed completed when a certificate of occupancy has been issued by the City for an individual unit and a five-foot sidewalk has been constructed across all lot frontages. The City must be contacted at least three business days and at least one (1) week prior to closing before a final inspection is to be schedule in order to receive a certificate of occupancy.

4. Failure of the Developer to meet the completed development within the timeframe set forth above in Item 1 shall be deemed a material breach of this Agreement. The City shall have the authority to waive the default fee listed in Section B (B) below for one (1) year, on the

condition that the foundation has been poured and the framing has been completed and all building permits have been received and approved.

5. The obligation to construct the required number of units over thirty-six (36) months shall remain a lien on the Development Property until released by the City. When enough homes have been built that generates enough tax dollars to meet the debt obligation of \$800,000 bond, said determination to be made in the sole opinion of the City, the remaining units shall not be subject to the lien outlined in this agreement.

6. Developer shall be required to list all lots for sale with a for sale sign and contact information as soon as the improvements have been completed or sooner if desired.

7. As part of this Agreement, the Developer expressly agrees that all lots will be available to all builders who desire to purchase a lot in the Development Property.

C. City's obligations.

1. In recognition of the Developer's investment in the Development Property for the Construction of residential housing, the City agrees as follows:

a) The City shall construct in strict compliance with Chapter 26 of the Code of Iowa, the municipal improvements to be located on the Property which are shown on the plans designed by Garden & Associates Engineers, said plan set dated _____ (the "Improvement Project").

b) The City shall adopt appropriate plans, amendments and ordinances, pursuant to Chapter 403 of the Code of Iowa, to place the Development Property into an appropriate Urban Renewal Area of the City as determined by the Washington City Council.

c) Prior to the completion of the Improvements, the City shall take all necessary steps to issue financing in the amount of not-to-exceed \$800,000, said financing shall be secured within thirty (30) days of acceptance of the Improvements Project and on terms acceptable to the City.

D. Default by Developer: repayment.

Because the City is making the economic development grant to the Developer based upon a schedule of new residential units to be constructed, any deviation from the schedule outlined in Section (B)(1) above will be deemed a default of this Agreement. If the Developer fails to complete the required number of units at the end of the calendar year, the City will provide

written notice to the Developer to cure said default by the end of the proceeding calendar year. In the event that the Developer fails to cure the default by the end of the calendar year, the Developer shall repay to the City, the amount of \$10,000 per unit which has not been completed, but was required by the schedule. (By way of example, if the Developer has only completed 2 units by the end of calendar year 2023, received notice to cure, and has only completed 6 units by the end of calendar year 2024, the Developer's shortfall is two (2) units.) Therefore, the Developer shall, within thirty (30) days of the determination of the Developer's shortfall, shall pay \$10,000 per unit to the City. The failure of the Developer to pay the Developer's shortfall shall allow the City, in its sole discretion, to declare a default of the entire agreement and require that the entire \$800,000 be repaid to the City, less \$10,000 credit for each unit that has been completed at the time of the default of the entire agreement.

E. Administrative Provisions.

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.

2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. Except for the obligations of a Party to pay monies then due and payable under this Agreement, the obligation of any Party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot, invasion, fire and accident.

7. That this Agreement may be executed in counterparts.

Dated this _____ day of _____, 2022.

(The rest of this page left intentionally blank.)

SIGNATURE PAGE FOR THE CITY OF WASHINGTON, IOWA

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jaron P. Rosien and Sally Y. Hart, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Washington, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Jaron P. Rosien and Sally Y. Hart acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

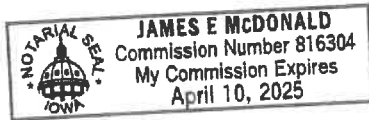
SIGNATURE PAGE OF A.C.E. SIGNATURE HOMES, LLC:

By: 
Matthew Lepic, Member

STATE OF IOWA, COUNTY OF Johnson :

On this 15th day of April, 2022, this document was executed by Matthew Lepic, as Member of A.C.E. Signature Homes, LLC.

James E. McDonald
Notary Public



RESOLUTION NO. 2022-__

A RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT; SETTING A DATE FOR RECEIVING OF BIDS AND DIRECTING POSTED NOTICE OF THE SAME FOR THE SANITARY SEWER EXTENSION FOR THE MSJ SUBDIVISION

WHEREAS, the City Council has deemed it necessary and desirable to Extend Sanitary Sewer for the MSJ Subdivision (the Project); and

WHEREAS, preliminary plans and specifications have been drafted for the Project; and

WHEREAS, it is now time for the City Council to set a public hearing on said plans and specifications as required by Chapter 26 of the Code of Iowa;

WHEREAS, it is also now time to set a date for the receipt of bids on this Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that a public hearing on the plans, specifications, estimate of cost and form of contract is hereby set for 6:00 p.m. on Tuesday, May 16th, 2022 in the Council Chambers at 215 E. Washington Street, Washington, Iowa.

BE IT FURTHER RESOLVED, that the City shall receive sealed bids on this Project until 11:00 a.m. on May 31st, 2022.

BE IT FURTHER RESOVLED, that the City Clerk is hereby directed to publish notice of the hearing on the plans, specifications, estimate of cost and form of contract no less than four (4) days prior to the hearing date on May 16th, 2022.

BE IT FURTHER RESOLVED, that the City's engineer is hereby required to post the date to receive bids in an appropriate place as required by Chapter 26 of the Code of Iowa.

PASSED AND APPROVED this 3rd day of May, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk



**IOWA DEPARTMENT OF NATURAL RESOURCES
Wastewater Disposal System Construction Permit
Application Fee Form**

CASHIER'S USE ONLY 0945-542-NPDE-CP-0570 32-3202 Owner

Owner Name: City of Washington Address: 215 E. Washington Street/P.O. Box 516 City, State, Zip: Washington, IA 52353 Project Identification: Sanitary Sewer Extension - 2022 - Washington, Iowa <input checked="" type="checkbox"/> \$100 Fee enclosed
--

Please sign and return this form with a check or money order payable to "Iowa Department of Natural Resources". Place it and the check or money order on top of other Construction Permit Application documents.

Effective beginning July 1, 2006, Applications for Construction Permits for wastewater disposal systems required by Iowa Code 455B.173 and rules in Iowa Administrative Code 567 IAC 64, must be accompanied by the fee required by Iowa Code 455B.197 and Iowa Administrative Code 567 IAC 64.16(3)"c".

The fee is \$100 for each application, regardless of project size and project type including sanitary sewers, pump stations, treatment units or a combination thereof. The fee shall be submitted with the certified engineering documents necessary to apply for a construction permit (plans, specifications and related application schedules A, F, and G as well as the appropriate schedules identified on page 2 of Schedule A). The construction permitting process is initiated as planning for construction begins. Planning coordination and submittal of preliminary engineering reports or facility plans precedes submittal of technical documents necessary to constitute a construction permit application. The application fee is not necessary when submitting a planning document but must accompany construction permit application documents. A fee should accompany each permit application received on or after July 1, 2006.

Failure to submit a fee with the application may delay the processing of a construction permit. If you have any questions regarding the application fee, please contact Donna Gomm at 515-725-8427 or Donna.Gomm@dnr.iowa.gov

Signature of Owner or Representative: _____

Printed Name: _____

Telephone or email contact: _____

Mail to:
 Iowa Department of Natural Resources
 Wastewater Engineering Section
 502 East 9th Street
 Des Moines, IA 50319-0034



Exhibit 11A
 Iowa Department of Natural Resources
 Wastewater Section
 Construction Permit Application
SCHEDULE A, Construction Permit Application

APPLICANT	ENGINEER
Owner: <u>City of Washington</u> 215 E. Washington Street/P.O. Box 516	Firm: <u>Garden & Associates, LTD.</u> 1701 3 rd Avenue East, Suite 1/P.O. Box 451
Address: <u>Washington, IA 52353</u>	Address: <u>Oskaloosa, IA 52577</u>
Representative: <u>Deanna McCusker, City Administrator</u>	Project Officer: <u>Jack Pope, P.E.</u>
Phone Number: <u>641-653-6584</u>	Phone Number: <u>641-672-2526</u>
Email: <u>dmccusker@washingtioniowa.gov</u>	Email: <u>jpope@gardenassociates.net</u>

Project Identification: Sanitary Sewer Extension - 2022
 Estimated Start Date*: June 2022 Estimated Completion Date: October 2022

PLEASE RESPOND TO ALL QUESTIONS		Yes	No
1. Has an engineering report, facilities plan or other information previously been submitted for this project? If Yes: Project Identity: _____ Date Submitted: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Does the project and construction permit application, as submitted, follow the recommendations, design loadings, construction schedule, permit limits, and conclusions of the approved engineering report or facilities plan? If No: Provide the design basis and technical information justifying all changes.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are there three complete sets of plans and specifications accompanying this application? For a minor gravity sewer extension within the meaning of 455B.183.3 Code of Iowa and Design Standard 11.1, two complete sets will be adequate for expeditious approval. For more complex projects, three sets of plans and specifications may be requested.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Are approved standard specifications a part of this application? If Yes: Approved Standard Specifications of _____ (municipality or firm): <u>SUDAS 2022</u> Date Approved: <u>October 2021</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Does each set of plans and specifications or engineering report accompanying this application contain a "professional engineering seal" executed in conformance with 542B.16, Code of Iowa? If No: Processing will be delayed pending receipt of applicable design schedules and certified plans, specifications or engineering report.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Is this a joint wastewater and water supply project? If Yes: A construction permit application for the water supply project should be submitted separately to the Water Supply Section. A Water Supply permit fee may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the applicant to provide treatment of effluent resulting from this construction? If No: A Sewage Treatment Agreement executed by the authority providing treatment must accompany this form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. Is a new or amended operation permit necessary to use the facilities described in this application? If Yes: A new or amended permit to operate may be requested prior to the receipt of a construction permit.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Is any waterline located within 10 feet; or any private or public well, lake, or public recreation area located within 400 feet of the proposed construction? If Yes: Identify and locate the facility(ies) relative to the proposed construction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will construction inspection be conducted by a licensed engineer employed by the applicant? If No: Name of Engineering Firm Conducting Inspection: <u>Garden & Associates, LTD.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will this project utilize CWSRF loan funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

APPLICANT	ENGINEER
I certify that I am the authorized representative of the owner and state that the project identified above is approved by the owner.	I certify that all aspects of the design included in this application conform to applicable standards contained in Chapter 567 IAC 64, or that an explanation and justification for any proposed variations from such standards is attached. I am familiar with the information contained in this application and, to the best of my knowledge, such information is complete and accurate.
Signature _____ Date _____	Signature _____ Date _____
*Estimated Construction Start Date: Complete applications must be submitted at least 120 days in advance of the date for starting construction in accordance with Rules 567 IAC 60.4 and 64.2	

Please complete the Schedule Checklist on the following page of this form.

DOCUMENT CHECKLIST

Identify all categories included in this project. Also, identify schedules attached to this application.

Schedule	Title	Attached	Included in Project	Submittal Date
B	Collection System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
C	Lateral Sewer Extension	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____
D	Trunk & Interceptor Sewer	<input type="checkbox"/>	<input type="checkbox"/>	_____
E	Wastewater Pump Station	<input type="checkbox"/>	<input type="checkbox"/>	_____
F	Treatment Project Site Selection	<input type="checkbox"/>	<input type="checkbox"/>	_____
G	Treatment Project Design Data	<input type="checkbox"/>	<input type="checkbox"/>	_____
H1	Schematic Flow Diagram	<input type="checkbox"/>	<input type="checkbox"/>	_____
H2	Treatment Process Loading and Removal Efficiency	<input type="checkbox"/>	<input type="checkbox"/>	_____
H3	Mechanical Plant Reliability	<input type="checkbox"/>	<input type="checkbox"/>	_____
I	Screening, Grit Removal and Flow Measurement	<input type="checkbox"/>	<input type="checkbox"/>	_____
J	Septic Tank System	<input type="checkbox"/>	<input type="checkbox"/>	_____
K1	Controlled Discharge Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____
K2	Aerated Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____
K3	Anaerobic Lagoon	<input type="checkbox"/>	<input type="checkbox"/>	_____
L	Setting Tanks	<input type="checkbox"/>	<input type="checkbox"/>	_____
M	Fixed Film Reactor-Stationary Media	<input type="checkbox"/>	<input type="checkbox"/>	_____
N	Rotating Biological Contactor	<input type="checkbox"/>	<input type="checkbox"/>	_____
O	Aeration Tanks or Basins	<input type="checkbox"/>	<input type="checkbox"/>	_____
P	Gas Chlorination	<input type="checkbox"/>	<input type="checkbox"/>	_____
Q	Sludge Digestion and Holding	<input type="checkbox"/>	<input type="checkbox"/>	_____
R1	Sludge Dewatering and Disposal	<input type="checkbox"/>	<input type="checkbox"/>	_____
R2 (A&B)	Low Rate Land Application of Sludge	<input type="checkbox"/>	<input type="checkbox"/>	_____
R3	Land Application of Sewage Sludge (To be developed)	<input type="checkbox"/>	<input type="checkbox"/>	_____
S	Land Application of Wastewater (To be developed)	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Sewage Treatment Agreement	<input type="checkbox"/>	<input type="checkbox"/>	_____

Identify any categories included in this project which are not provided in the above list of schedules.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of WASHINGTON
Fiscal Year July 1, 2021 - June 30, 2022

The City of WASHINGTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/17/2022 06:00 PM

Contact: Kelsey Brown

Phone: (319) 653-6584 ext: 122

Meeting Location: City Council Chambers
215 E. Washington Street
Washington, Iowa 52353

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,777,229	0	3,777,229
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,777,229	0	3,777,229
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	480,417	19,922	500,339
Other City Taxes	6	1,068,241	240,260	1,308,501
Licenses & Permits	7	100,375	0	100,375
Use of Money & Property	8	306,915	0	306,915
Intergovernmental	9	5,957,400	752,328	6,709,728
Charges for Service	10	5,348,983	68,461	5,417,444
Special Assessments	11	53,000	0	53,000
Miscellaneous	12	837,186	793,379	1,630,565
Other Financing Sources	13	0	16,642	16,642
Transfers In	14	7,167,581	743,514	7,911,095
Total Revenues & Other Sources	15	25,097,327	2,634,506	27,731,833
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,975,264	86,264	2,061,528
Public Works	17	1,271,365	58,070	1,329,435
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,198,630	62,193	1,260,823
Community and Economic Development	20	109,061	16,567	125,628
General Government	21	1,074,002	189,013	1,263,015
Debt Service	22	1,491,400	0	1,491,400
Capital Projects	23	6,475,547	1,468,174	7,943,721
Total Government Activities Expenditures	24	13,595,269	1,880,281	15,475,550
Business Type/Enterprise	25	6,730,163	180,480	6,910,643
Total Gov Activities & Business Expenditures	26	20,325,432	2,060,761	22,386,193
Transfers Out	27	7,167,581	743,514	7,911,095
Total Expenditures/Transfers Out	28	27,493,013	2,804,275	30,297,288
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,395,686	-169,769	-2,565,455
Beginning Fund Balance July 1, 2021	30	5,470,904	0	5,470,904
Ending Fund Balance June 30, 2022	31	3,075,218	-169,769	2,905,449

Explanation of Changes: Capital projects carry over and new unbudgeted projects, ARPA spending, emergency expenses from beginning of the year and increased prices for supplies



Development Services
215 E. Washington St.
Washington, IA 52353
319.653.6584 ext. 124

Memo

To: City Council
From: Jeff Duwa-Building and Zoning Official
Date: 4/28/2022
Re: Minor Site Plan for Washington Lumber

Issue

Review and consider the Minor Site Plan for Washington Lumber at 2193 Lexington Blvd.

Background

Washington Lumber is planning to build a supply storage building to the south of the property behind the current lumber storage facilities. This will allow him to reorganize his facilities and possibly remove some of the smaller storage building area that is older and not as useful. On Thursday, April 28, 2022, the City of Washington's Planning and Zoning Commission met to review and discuss the site plan.

Recommendation

The City of Washington's Planning and Zoning Commission recommends that the City of Washington's City Council approve the Minor Site Plan for Washington Lumber at 2193 Lexington Blvd.

PROPERTY NOTES:

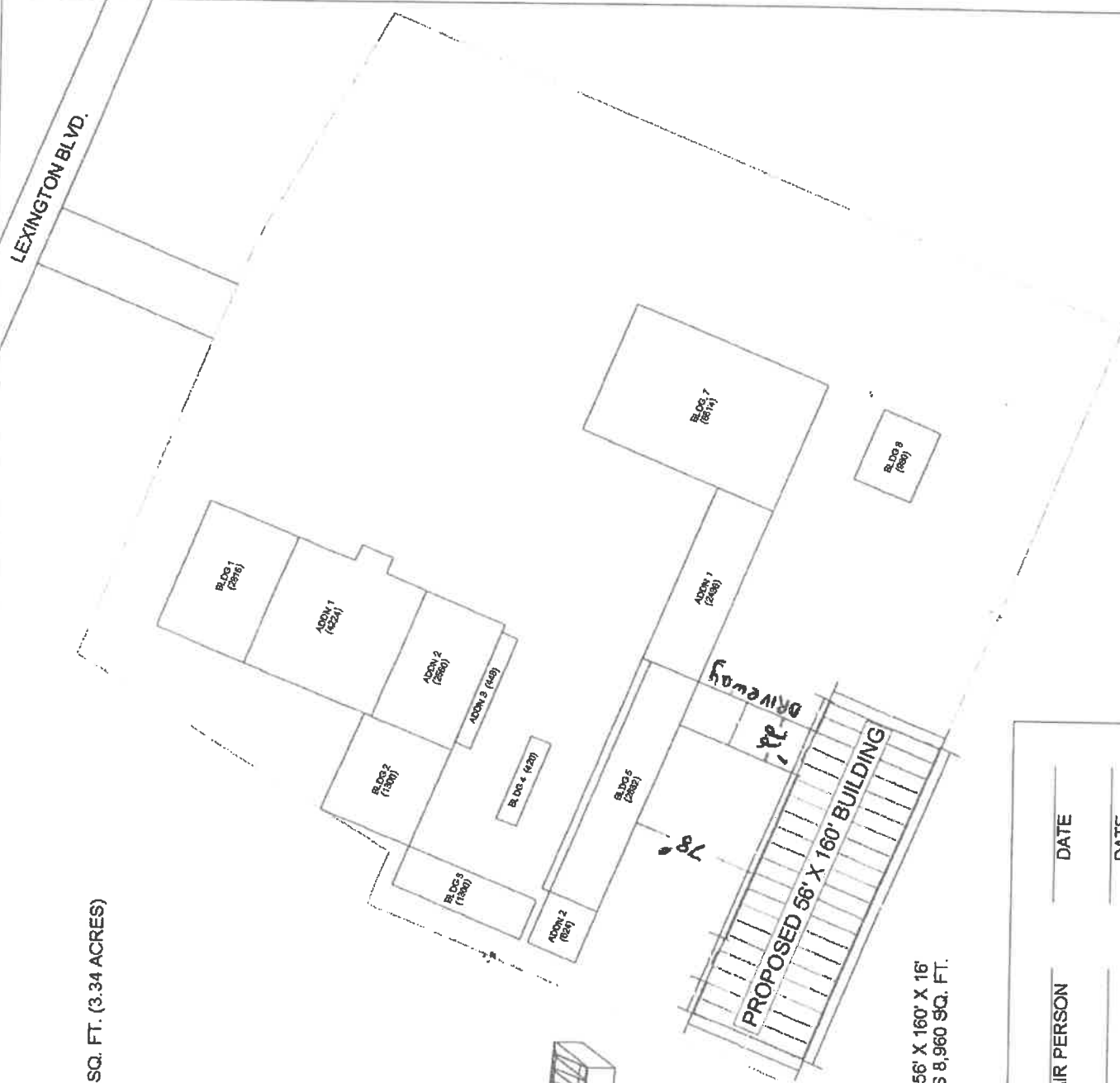
- 1. ZONE COMMERCIAL
- 2. TOTAL LOT SIZE: 145,490 SQ. FT. (3.34 ACRES)

CURRENT OWNER:

RED'S PROPERTY, LLC.
1221 SOUTH IOWA AVE
WASHINGTON, IA 52353

SITE ADDRESS:

2193 LEXINGTON BLVD
WASHINGTON, IA 52353



GENERAL NOTES:

PROPOSED NEW BUILDING IS 56' X 160' X 16'
NEW BUILDING FLOOR AREA IS 8,960 SQ. FT.

CITY OF WASHINGTON, P&Z CHAIR PERSON _____ DATE _____

CITY OF WASHINGTON, MAYOR _____ DATE _____

Customer: Washington Lumber Inc.
Job Name: Washington Lumber Yard -
Date: 04-25-2022

JOB NO:
22-0051A

SITE PLAN APPLICATION

Date of Submittal: _____

MAJOR minor

\$300.00 Application Fee

Site Address or Legal Description: 2193 Lexington Blvd

Applicant: WASHINGTON Lumber
Name

2193 Lexington Blvd
Address

Telephone or Cell Phone 319-461-9025

Email washingtonlumberyard@gmail.com

Site Plan Prepared By: JOHN REOLINGER
Name

Telephone or Cell Phone 319-461-9025

Agency and Address

Email _____

Project Description: 56' x 160' pole building for storage

16' SIDEWALLS 3.5/12 pitch Roof 2 - 22' slide Door on North wall

1 walk door concrete floor No Electric for now

Required information includes:

- Date of preparation and north arrow
- Scale no smaller than 1" = 100'
- Legal description or street address
- Names and addresses of property owner, plan preparer, applicant, and applicant's attorney
- Property lines and area of the site
- Total dwelling units and bedrooms per unit
- Total commercial floor area and type of uses
- Exterior dimensions of structures
- Setback distances from property boundary lines
- Distances between structures
- Dimensions of parking areas and walkways
- Location of outdoor dumpsters and recycling areas
- Materials and methods proposed to prevent soil erosion from the construction activity
- Landscaping plan that shows existing and proposed trees, and vegetative screening

- Location and size of existing and proposed utilities, including fire hydrants
- Complete traffic circulation and parking plan
- Locations of rivers, streams, wetlands, and flood hazard areas

The City may require additional information:

- Locations and types of proposed lighting
- Details of fences and retaining walls
- Detail of landscape or structural screening for outdoor parking and storage areas
- Locations and specifications for storage of flammable, corrosive, or hazardous materials
- Existing and proposed contours
- Location and type of signs
- A storm water runoff plan
- Typical cross section of proposed streets, alleys and parking areas

For complete information on submittal requirements and design standards, see Chapter 164 of the City of Washington's Code of Ordinances.



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215 East Washington Street
Washington, IA 52353

SITE PLAN REVIEW CHECKLIST

Project Name WASHINGTON LUMBER

Engineer _____

Reviewer _____

Reviewed Date _____

1. MINOR SITE PLAN.
- A. Any new commercial or multi-family development with a total site area less than 10,000 sq. ft.
 - B. Any commercial or multifamily building and/or pavement addition or replacement less than 10,000 sq. ft. in combined impervious surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
 - C. Parking lots under 10,000 sq. ft. in surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
 - D. Structures incidental to publicly owned parks, playgrounds, golf courses and recreation areas. Structures incidental to agricultural uses.
2. MAJOR SITE PLAN
- A. Any new commercial or multifamily development with a total site area more than 10,000 sq. ft.
 - B. Any commercial or multifamily building and/or pavement addition or replacement more than 10,000 sq. ft. in combined impervious surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.
 - C. Parking lots over 10,000 sq. ft. in surface area and not included on a site that was previously developed under an approved site plan that cumulatively exceeds these areas.



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215 East Washington Street
Washington, IA 52353

MINOR SITE PLAN:

- 1. Date of preparation, North point and scale no smaller than 1"=100'. YES NO
 Comments: 3/17/22
- 2. A vicinity map at a scale of 1"=500' or larger, showing the general location of the property, and the adjoining land uses and zoning. YES No
 Comments:
- 3. Legal description and address of the property to be developed. YES No
 Comments: 2193 Lexington Blvd
- 4. Name and address of the record property owner, the applicant, and the person or firm preparing the site plan YES No
 Comments: REDS Property LLC
 JOHN REDLINGER
- 5. Total number and type of dwelling units proposed, proposed uses for all building; total floor area of each building; estimated number of employees for each proposed use where applicable; and any other information, including peak demand, which may be necessary to determine the number of off-street parking spaces and loading spaces required by the zoning. YES No
- 6. Off-street Parking calculation of required and provided stalls. YES No
 Comments:
- 7. Location and exterior dimensions of all existing and proposed structures or additions including setback distance from property boundary lines and distance between structures, including finished floor elevations, number of floors, and area of each floor. YES No
 Comments:
- 8. Existing and proposed contours. YES No
 Comments:



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215 East Washington Street
Washington, IA 52353

9. Property lines and dimensions to the nearest one-tenth of a foot and the total square footage and acre of the site. YES No

Comments: 15 ACRES

10. Location, grade and dimension of all existing and proposed paved surfaces including parking and loading areas, entrance and exit drives, pedestrian walkways, and other similar permanent improvements. YES No

Comments:

11. Open space calculations, Lot area minus impervious area. Impervious area include buildings and paved surfaces. YES No

Comments:

12. Location, and type of existing or proposed signs and of any existing or proposed lighting on the property which illuminates any part of any required yard. YES No

Comments:

13. Location of existing trees six (6) inches or larger in diameter, landslide areas, springs and streams and other bodies of water, any area subject to flooding by a one hundred (100) year storm on site and downstream off site. YES No

Comments:

14. Location, amount and type of any proposed landscaping. Location of proposed plantings, fences, walls, or other screening as required by the zoning regulations and the design standards set forth in section 163.03. YES No

Comments:

15. Soil test and similar information, if deemed necessary by the City Engineer, to determine the feasibility of the proposed development in relation to the design standards set forth in Section 163.03 YES No

Comments:

16. Where possible ownership or boundary problems exist, as determined by the Zoning Administrator, a property survey by a licensed land surveyor may be required. YES No

Comments:



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215 East Washington Street
Washington, IA 52353

17. Existing and proposed zoning. YES No
Comments:

18. Existing and proposed utility lines such as water, sanitary sewer, storm sewer, gas, electric, and communication. Including fire hydrant locations.

- Electric YES No
- Gas YES No
- Water YES No
- Sanitary Sewer YES No
- Storm Sewer YES No
- Telephone / Cable YES No
- Hydrants YES No

Comments:

19. Existing and proposed easements. YES No
Comments:

20. Provide signature block for the Planning and Zoning Chairman and the City of Washington Mayor. YES No
Comments:

21. **Major** - Storm Water Pollution Prevention Plan. Comply with all current minimum mandatory requirements for SWPP's promulgated by the Department of National Resources in connection with the issuance of a State NPDES General Permit No. 2. YES No
Comments:

22. **Major** - Complete traffic circulation and parking plan, showing the location and dimensions of all existing and proposed parking stalls, loading areas, entrances and exit drives, sidewalks, dividers, planters, and other similar permanent improvements. YES No
Comments:



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215 East Washington Street
Washington, IA 52353

23. Major - exterior elevations views of proposed buildings, for the purpose of understanding the structures and building material to be used, the location of windows, doors, overhangs, projection heights, etc. and the grade relationship to floor elevation, and the number of stories of each existing building to be retained and of each proposed building.

YES No

Comments:

24. **Major:** Storm Water Management Plan. No plat of a site plan shall be approved unless it includes a storm water management plan that is adequate or serve or unless there has been a determination by Zoning Administrator, or a duty authorized representative, that storm water management plan is not necessary.

Comments: YES No

A. All area within the proposed parcel(s) shall be developed to comply with Statewide Urban Design Standards (SUDAS) and shall manage storm water volumes of 1.25 inches by infiltration processes according to the Iowa Storm water Management Manual.

YES No

Comments:

B. The plan must be designed to prevent the post-development rate of runoff from subdivision or site planned development from exceeding the predevelopment rate of runoff for the five-year to a 100 year, 24-hour storm as defined by the Iowa Storm water Management Manual.

YES No

Comments:

C. Adequate overland relief with proper easement for storms larger than a 100 year storm as defined by Iowa Storm water Manual shall be provided.

YES No

Comments:

D. The design is to be approved and signed by a licensed engineer.

YES No



963.65

330.05

022
1012400022

Pt. 10-13-226-015

278.5

10-12-400-022

103.78

PL. LOT 2 PAR. E
1013225006

1013220003

LOT 1 PAR. E
-015

78.58 ft

1013226015

160.26 ft

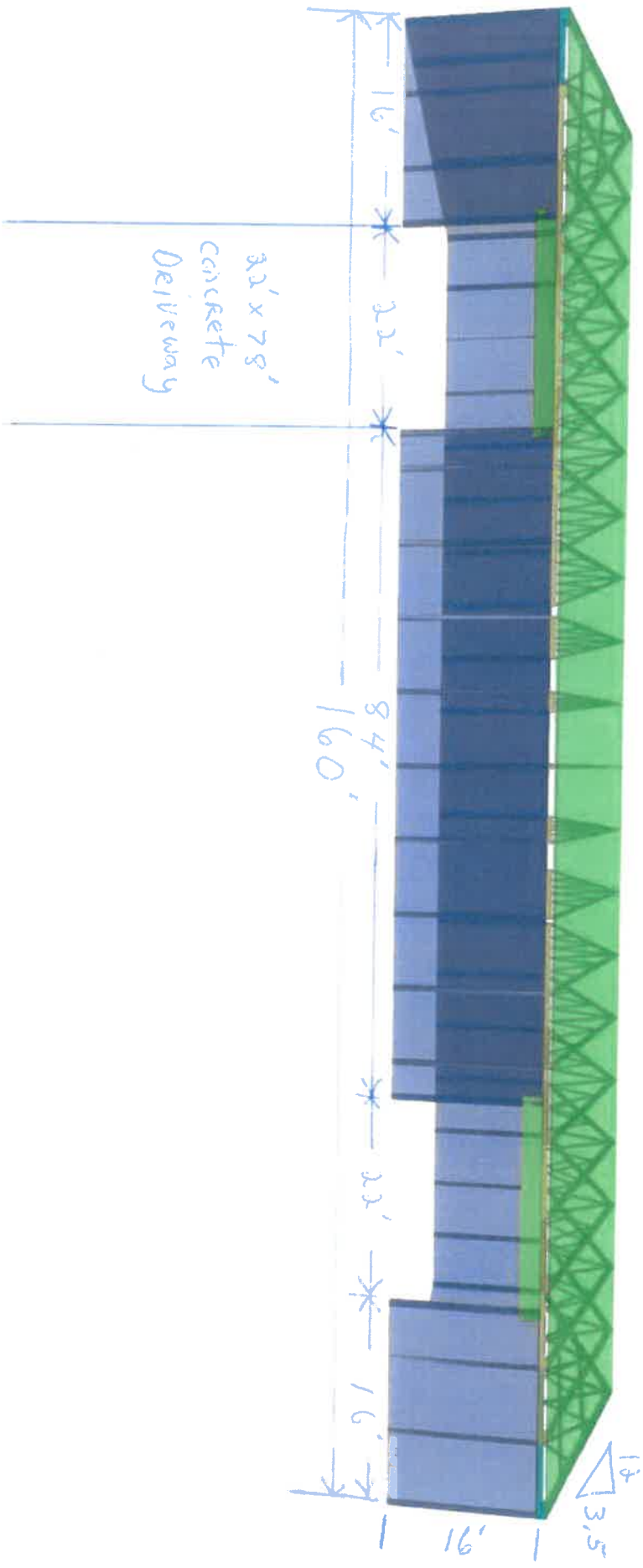
160.27 ft

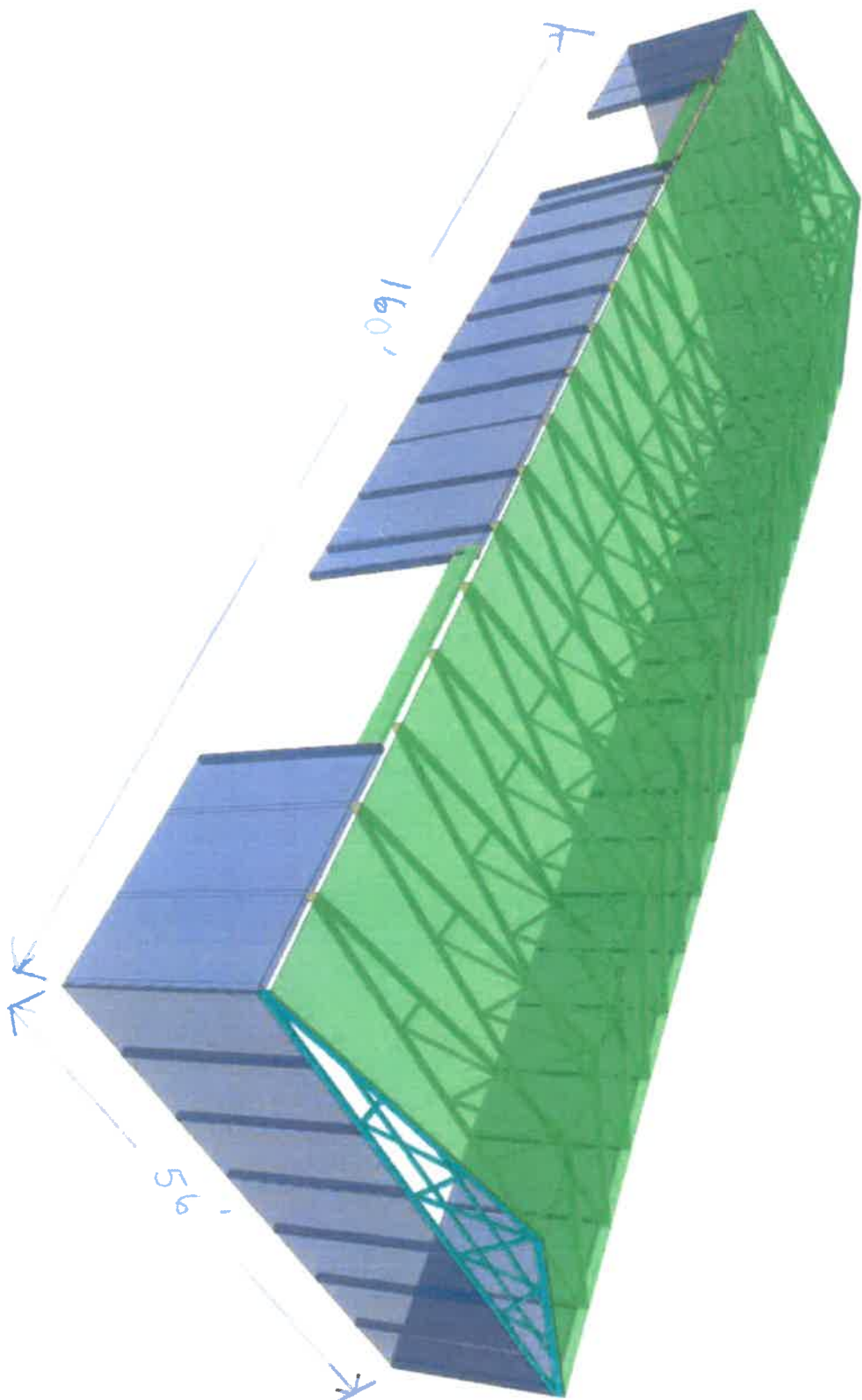
56.15 ft

Pt. 1

1013226017

"A"





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

April 29 2022

To: Mayor & City Council

From: Deanna McCusker
City Administrator

Re: Driveway grade issues at 1408 E. Main Street

At this location the driveway has considerable slope currently and with the water main project, it is going to increase this slope, which the property owners are not happy with. We could remove additional driveway to the north to reduce the slope, but the property owners are not happy about this option either since it reduces their flat spot in front of the garage. The street could be raised, but the entire street should be raised and that is not a good option for the project since it would greatly increase costs. Another option, and the one that seems the best, is to remove the sidewalk from this segment to 15th and to stop the sidewalk just west of the alley. This will also help alleviate drainage issues on their property following the project.

Based on the information from our engineer and discussion with our engineering tech, the removal of this sidewalk section is the most cost-effective option.

Sincerely,
Deanna McCusker
City Administrator

NOTICE TO PROCEED

Dated: April 15, 2022

TO: Cornerstone Excavating, Inc.
(Contractor)

ADDRESS: 1320 W. Main Street
Washington, IA 52353

PROJECT: East Adams Street Reconstruction - Washington, Iowa - 2022

JURISDICTION'S CONTRACT NO. -----

CONTRACT FOR East Adams Street Reconstruction - Washington, Iowa - 2022

You are notified that the Contract Times under the above contract will commence to run on May 2, 2022. 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 in **100 working days**.

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

N/A

City of Washington, Iowa
(Jurisdiction)

By: _____
(Authorized Signature)

(Title)

CONTRACT

CONTRACT NO. _____
DATE March 16, 2022

THIS CONTRACT, made and entered into at Washington, Iowa this 16th day of March, 2022, by and between the City of Washington, Iowa, hereinafter called the "Jurisdiction", and Cornerstone Excavating, 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, 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 **One Million, Four Hundred Sixty-Three Thousand, Six Hundred Ninety-Four Dollars and Seventy-Five Cents (\$1,463,694.75)** 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 100 working days. Liquidated damages in the amount of Seven Hundred and Fifty 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 _____

Cornerstone Excavating, Inc.

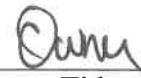
(Seal)
ATTEST:

By

Contractor



Signature



Title

1320 W Main

Street Address

Washington IA 52353

City, State, Zip Code

319-653-3957

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1031-88 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)
Washington) SS
County)

On this 14 day of April, 20 22, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared BJ Miller and owner, to me known, who, being by me duly sworn, did say that they are the owner, 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 BJ Miller and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Amy Eubanks
Notary Public in and for the State of Iowa
My commission expires 11-13, 20 22

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____

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:

ADAMS STREET RECONSTRUCTION WASHINGTON, IOWA - 2022

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 **100 working days** and to pay liquidated damages for noncompliance with said completion provisions at the rate of Seven Hundred and Fifty Dollars (\$750.00) 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:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	None
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

