



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, July 5, 2022

To attend the meeting via Zoom go to:

https://us02web.zoom.us/j/86839319067?pwd=ifTiqUMd2qjG4uajqY_ZSH5INi_xCm.1

Meeting ID: 868 3931 9067

Passcode: 360929

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, July 5, 2022 to be approved as proposed or amended.

Consent:

1. Council Minutes June 21, 2022
2. Bolton & Menk, Airport Fuel System Repair, \$2,425.00
3. Bolton & Menk, Runway 18/36 Lighting, \$4,674.50
4. Bolton & Menk, Runway 18/36 PAPI and REILs, \$2,722.50
5. Garden & Associates, Ltd., Sanitary Sewer Extension South Washington, \$2,502.06
6. Garden & Associates, Ltd., Buchanan Street Paving Project, \$2,329.00
7. Garden & Associates, Ltd., 2022 Sealcoat Improvements, \$1,556.20
8. Garden & Associates, Ltd., NLW Subdivision Phase 2, \$2,913.28
9. Garden & Associates, Ltd., East 15th Street ROW in Sec 8-75-7, \$2,212.28
10. Lynch Dallas, P.C., Public Works Negotiations, \$650.00
11. Lynch Dallas, P.C., Police Negotiations, \$111.00
12. PAWS & More, Washington County Humane Society, 2021 full year services, \$34,821.80
13. WEDG, 2022 Portion of 2020-2022 Pledge Drive, \$30,000.00
14. YMCA of Washington County, 2022 Pool Management Fee, \$3,000.00
15. Corner Stop (DNP LLC), 100 E. Madison Street, Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products Over-the-Counter (**renewal**)
16. Department Reports

SPECIAL EVENT REQUESTS

- Junk in a Trunk – September 24, 2022

SPECIAL PRESENTATION

- Mayoral Appointments
 - Library Board Margi Jarrard (*reappointment, term ending June 30, 2028*)
 - Historic Preservation Commission Bethany Glinsmann (*appointment, term ending 2025*)
 - Historic Preservation Commission Evie Richardson (*reappointment, term ending 2025*)
 - Hotel/Motel Tax Committee, Illa Earnest (*reappointment, term ending 2025*)
 - Hotel/Motel Tax Committee, Rhonda Reed (*reappointment, term ending 2024*)
- Nuisance Report

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS

- Claims for July 5, 2022

NEW BUSINESS

1. **Public Hearing** on Demolition Permit Application for 321 South Iowa Avenue (Smouse House/Captain's Table)
2. Discussion and Consideration of a Resolution for Demolition Permit Application for 321 South Iowa Avenue (Smouse House/Captain's Table)
3. Discussion and Consideration of Second Reading of an Ordinance Amending Zoning Ordinance by Changing Boundaries of Zoning Districts for MSJ Subdivision (Country Club View Subdivision)
4. **Public Hearing** for Country Club View/MSJ Subdivision Project
5. Discussion and Consideration of a Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the Country Club View/MSJ Subdivision
6. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer
7. Discussion and Consideration of a Resolution Awarding Bid (2022 Sealcoat Project)
8. Discussion and Consideration of a Resolution Endorsing a Downtown Investment Grant Agreement with 206SIowa, LLC
9. Discussion and Consideration of a Resolution Approving Downtown Housing Grant Development Agreement with DW Developments (111 N. Marion Avenue)
10. Discussion and Consideration of a Resolution Directing the Advertisement for Sale and Approving Electronic Bidding Procedures and Official Statement

11. Discussion and Consideration of a Resolution Awarding Woodlawn Gates and Shelter Masonry Repair Project
12. Discussion and Consideration of a Resolution Approving a Police Department Training Reimbursement Agreement
13. Discussion and Consideration to Approve Updated Covenants for NLW Plat 2
14. Discussion and Consideration of Pay App. No. 3 West 5th/Lexington Project to Jones Contracting Corp. for \$21,705.70
15. Discussion and Consideration of Pay App. No. 4 West 5th/Lexington Project to Jones Contracting Corp. for \$12,792.79
16. Discussion and Potential First Reading of an Ordinance Amending Parking and Street Regulations

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 6-21-2022

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, June 21, 2022, at 6:00 p.m. Mayor Rosien in the chair.

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

Motion by Stigers, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, June 21, 2022, be approved as amended to list new business item No. 4 as Discussion and Consideration of a Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the 2022 Sealcoat Project as listed in the council packet. Motion carried.

Consent:

1. Council Minutes June 7, 2022
2. ECICOG, CDBG Rehab Grant Administration, \$1,275.00
3. FOX Strand, 2021 Washington Water Main Improvements, \$2,090.75
4. FOX Strand, Old Wastewater Treatment Plant Demolition, \$2,387.34
5. Iowa Municipalities Workers' Compensation Association, Work Comp. Premium 22-23, \$16,125.00
6. Kevin Olson, City Attorney, April and May Legal Services, \$1,917.30
7. LL Pelling Co., Pickleball Courts, \$38,400.50
8. Stout Carpentry, East Central Iowa Housing Trust Fund Rehabilitation Work, \$10,030.90
9. UMB, General Obligation, Series 2015, Fees, \$250.00
10. UMB, General Obligation, Series 2016A, Fees, \$250.00
11. UMB, General Obligation, Series 2016B, Fees, \$250.00
12. UMB, General Obligation, Series 2018A, Fees, \$300.00
13. UMB, General Obligation, Series 2018B, Fees, \$300.00
14. Urban Chicken Permit, Simona Canales, 727 W. 3rd St. (renewal)
15. Washington Liquor and Tobacco Outlet, 304 W. Madison St.,
Cigarettes/Tobacco/Alternative Nicotine Products/Vapor Products Over-the-Counter
(renewal)
16. Wine and Spirits, 106 W. 2nd St., Cigarettes/Tobacco/Alternative Nicotine
Products/Vapor Products Over-the-Counter **(renewal)**
17. Department Reports

Motion by Gault, seconded by Moore, to approve consent items 1-17. Motion carried.

Motion by Youngquist, seconded by Earnest, to approve The Mercantile's special event request for a One-Year Celebration on July 16th. Motion carried.

Presentation from the public: Sara Murphy spoke of concerns with water runoff and crops regarding the Country Club View Subdivision, South Avenue E, and Buchanan Street. Mike Murphy spoke of stormwater runoff concerns and DNR requirements related to the Buchanan Street project. Jennifer Durst spoke of parking and street regulations and is not in favor of parking on only one side of Marion and Iowa Avenue and asked about traffic studies. Gaylen Bartholomew spoke of parking issues on West Tyler Street related to Halcyon House and snow removal.

Claims for June 21, 2022 were presented by Finance Director Kelsey Brown.

Motion by Gault, seconded by Youngquist, to approve the claims for June 21, 2022. Motion carried.

The May 2022 financial report was presented by Finance Director Brown.

Motion by Youngquist, seconded by Gault, to approve the May 2022 Financial Report.

Mayor Rosien announced that now is the time for public hearing for Amending Zoning Ordinance by Changing Boundaries of Zoning Districts for MSJ Subdivision (Country Club View Subdivision). Thomas Doughty said that plans for South Avenue E need to be developed looking to the future and taking stormwater into consideration. Mike Murphy spoke about South Avenue E and planning and zoning. Developer Jeff Hazelett said there are no plans at this time in place to pave South Avenue E. No written objections were received.

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

Motion by Youngquist, seconded by Gault, to approve the First Reading of an Ordinance Amending Zoning Ordinance by Changing Boundaries of Zoning Districts for MSJ Subdivision (Country Club View Subdivision). Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Mayor Rosien announced that now is the time for public hearing on Sealcoat Project for 2022. No oral or written objections were received.

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

Motion by Gault, seconded by Glinsmann, to approve a Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the 2022 Sealcoat Project. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-071)**

City Clerk Hart shared that the Historic Preservation Commission has recommended a demolition permit after review for 321 S. Iowa Avenue – the Smouse House/Captain’s Table. Notice will be published, and the item will be placed on the next city council agenda.

Motion by Moore, seconded by Youngquist, to approve a Resolution Setting a Public Hearing for July 5th and Bid Letting for Country Club View/MSJ Subdivision Project. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-072)**

Motion by Earnest, seconded by Moore, to approve a Resolution Ratifying Settlement Agreement with Teamsters Union for FY23-25 Contracts for Public Works. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none.

Motion carried. **(Resolution 2022-073)**

Motion by Youngquist, seconded by Stigers, to approve a Resolution Ratifying Settlement Agreement with Teamsters Union for FY23 Contracts for Police Department. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-074)**

Motion by Glinsmann, seconded by Moore, to approve a Resolution Updating Chapter 14 of Employee Handbook increasing overtime and compensatory time from 36 to 48 hours. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-075)**

Motion by Earnest, seconded by Stigers, to approve a Resolution Updating Chapters 25 and 29 of Employee Handbook adding the use of Incident/Injury Report Form and follows safety manual procedures. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-076)**

Motion by Gault, seconded by Glinsmann, to approve a Resolution Setting FY23 Salaries. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-077)**

Motion by Youngquist, seconded by Stigers, to approve a Resolution Endorsing an Application for T-Mobile Hometown Grant Program for the Wellness Park Playground. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Resolution 2022-078)**

Motion by Gault, seconded by Stigers, to approve Pay Application No. 6 for Buchanan Street Paving Project (DeLong Construction, Inc. \$134,671.66). Motion carried.

Motion by Gault, seconded by Youngquist, to approve Pay Application No. 1 for NLW Subdivision Phase 2 (DeLong Construction, Inc. \$104,316.65). Motion carried.

Motion by Stigers, seconded by Gault, to approve the Third and Final Reading of an Ordinance Amending Utility Rates. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried. **(Ordinance 1135)**

Council went into a workshop to discuss parking and street regulations as recommended by the parking committee. Police Chief Jim Lester gave a presentation on each area recommended for changes to parking and street regulations. Council discussed.

At 7:54 p.m., motion by Gault, seconded by Earnest, to go into closed session per Iowa Code 21.5 (1.j) to discuss the purchase or sale of real estate. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

At 8:08 p.m., motion by Gault, seconded by Stigers, to leave closed session. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Motion carried.

Departmental reports were presented.

Motion by Stigers, seconded by Gault, that the Regular Session held at 6:00 p.m., Tuesday, June 21, 2022, is adjourned at 8:24 p.m.

Sally Y. Hart, City Clerk



**BOLTON
& MENK**

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

May 31, 2022
Project No: OT5.125319
Invoice No: 0291077
Client Account: WASHINGT_CI_IA

Washington Airport/Fuel System Repair

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

Fee			
Total Fee	48,500.00		
Percent Complete	35.00	Total Earned	16,975.00
		Previous Fee Billing	14,550.00
		Current Fee Billing	2,425.00
		Total Fee	2,425.00
		Total this Task	\$2,425.00
		Total this Invoice	\$2,425.00



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

May 31, 2022
 Project No: OT5.126255
 Invoice No: 0291078
 Client Account: WASHINGT_CI_IA

Washington/Runway 18/36 Lighting

Construction (002)

Professional Services

	Hours	Amount	
Principal	2.00	396.00	
Administrative	5.50	467.50	
Design Engineer	14.50	1,711.00	
Project Manager	12.00	2,100.00	
Totals	34.00	4,674.50	
Total Labor			4,674.50
		Total this Task	\$4,674.50
		Total this Invoice	\$4,674.50



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

May 31, 2022
Project No: 0T5.126418
Invoice No: 0291079
Client Account: WASHINGT_CI_IA

Washington/Runway 18/36 PAPI and REILs

Construction (002)

Professional Services

	Hours	Amount	
Principal	2.00	396.00	
Design Engineer	3.00	354.00	
Project Manager	11.50	1,907.50	
Planner	.50	65.00	
Totals	17.00	2,722.50	
Total Labor			2,722.50
		Total this Task	\$2,722.50
		Total this Invoice	\$2,722.50



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

June 21, 2022
Invoice No: 43664

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

Professional Services for the Period: May 20, 2022 to June 16, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	10.00	160.00	1,600.00	
Technician #1	5.00	119.00	595.00	
Technician #6	1.00	63.00	63.00	
Totals	16.00		2,258.00	
Total Professional Services				2,258.00

Reimbursable Expenses

Robot Total Station Equipment				
6/10/2022	QUESTCDN.COM		165.00	
Total Reimbursables			165.00	165.00

Unit Billing

Mileage			79.06	
Total Units			79.06	79.06

Total Project Invoice Amount \$2,502.06

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA



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Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

June 21, 2022
Invoice No: 43665

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

Professional Services for the Period: May 20, 2022 to June 16, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	13.00	160.00	2,080.00	
Surveyor 1	1.00	130.00	130.00	
Technician #1	1.00	119.00	119.00	
Totals	15.00		2,329.00	
Total Professional Services				2,329.00
		Total Project Invoice Amount		\$2,329.00

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ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA



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INVOICE

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

June 21, 2022
Invoice No: 43666

Project 5022162 Washington - 2022 Sealcoat Improvements
Client ID# 20040

Professional Services for the Period: May 20, 2022 to June 16, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	8.50	160.00	1,360.00	
Technician #6	2.75	63.00	173.25	
Totals	11.25		1,533.25	
Total Professional Services				1,533.25

Unit Billing

Copies-Specs.			22.95	
Total Units			22.95	22.95

Total Project Invoice Amount \$1,556.20

GARDEN & ASSOCIATES, LTD.

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ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA



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Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

June 21, 2022
Invoice No: 43667

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

Professional Services for the Period: May 20, 2022 to June 16, 2022

Professional Services

	Hours	Rate	Amount	
Principal Engineer	3.00	160.00	480.00	
Surveyor 1	2.50	130.00	325.00	
Surveyor 3	6.50	107.00	695.50	
Technician #2	8.25	102.00	841.50	
Technician #6	5.50	63.00	346.50	
Totals	25.75		2,688.50	
Total Professional Services				2,688.50

Unit Billing

Mileage			83.78	
GPS Survey Equipment			141.00	
Total Units			224.78	224.78

Total Project Invoice Amount \$2,913.28

GARDEN & ASSOCIATES, LTD.

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Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

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

June 21, 2022
Invoice No: 43671

Project 6022142 Washington - East 15th Street R.O.W. in Sec 8-75-7
Client ID# 20040

Professional Services for the Period: May 20, 2022 to June 16, 2022

Professional Services

	Hours	Rate	Amount	
Surveyor 1	5.00	130.00	650.00	
Surveyor 3	12.50	107.00	1,337.50	
Totals	17.50		1,987.50	
Total Professional Services				1,987.50

Unit Billing

Mileage			83.78	
GPS Survey Equipment			141.00	
Total Units			224.78	224.78

Total Project Invoice Amount \$2,212.28

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA, IOWA

CRESTON, IOWA

IN ACCOUNT WITH
 LYNCH DALLAS, P.C.
 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
 FEDERAL ID 42-1378496

City of Washington

Page: 1
 June 16, 2022
 Account No: 230648-00200C
 Statement No: 197828

Public Works Negotiations

Professional Services

		Hours	
05/09/2022	WHS Email to and from City Administrator regarding work assignment issues and hours of work and review collective bargaining agreement and respond to her; issues regarding job postings, time clock and legal research of veterans preference issue for response (.5).	0.50	
05/10/2022	WHS Email to and from City Administrator regarding issue with time clock tracking attendance issues and legal research and follow-up for memo to client (.6).	0.60	
05/10/2022	EPM Research time clock app (.8).	0.80	
05/11/2022	WHS Email to and from City Administrator regarding Time Clock Plus application issues and legalities and legal research and discuss with human resource professionals regarding available programs for workforce time monitoring (.7).	0.70	
05/12/2022	WHS Final revisions to advice email to client regarding time clock issues and considerations for the city to consider (.5).	0.50	
06/01/2022	WHS Email to and from city administrator regarding possible MOU on summer hours (.1).	0.10	
06/02/2022	WHS Review emails to and from client regarding hours for public works employees and possible MOU (.2).	0.20	
06/03/2022	WHS Email to and from city administrator regarding MOU and review public works contract regarding hours of work and email from Teamsters representative regarding ratification (.2).	0.20	
	Current Services Rendered	3.60	650.00

Recapitulation

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Lawyer Hrs			
WILFORD H STONE	2.80	\$185.00	\$518.00
ERIC P MARTIN (Associate)	0.80	165.00	132.00

City of Washington

Public Works Negotiations

Page: 2

June 16, 2022

Account No: 230648-00200C

Statement No: 197828

Total Current Services and Expenses 650.00

Balance Due \$650.00

**PLEASE MAKE CHECKS PAYABLE TO:
LYNCH DALLAS, PC.**

PAYMENTS RECEIVED AFTER STATEMENT DATE
WILL APPEAR ON YOUR NEXT MONTH'S BILL.
PLEASE INCLUDE ACCOUNT NUMBER ON YOUR
CHECK OR RETURN A COPY OF YOUR BILL.

IN ACCOUNT WITH
 LYNCH DALLAS, P.C.
 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
 FEDERAL ID 42-1378496

City of Washington

Page: 1
 June 16, 2022
 Account No: 230648-00100C
 Statement No: 197827

Police Negotiations

Professional Services

		Hours	
05/07/2022	WHS Review status of ratification of the police contract and emails to the Teamsters and client regarding status (.1).	0.10	
05/09/2022	WHS Emails to and from Teamsters representative on settlement (.1).	0.10	
05/22/2022	WHS Review status of ratification of contracts by the union (.1).	0.10	
05/29/2022	WHS Email to and from Teamsters representative regarding status of ratification (.1).	0.10	
06/01/2022	WHS Review email from the mayor to the Teamsters regarding status of settlement (.1).	0.10	
06/06/2022	WHS Email to and from city administrator Teamsters regarding ratification and approval of contract (.1).	0.10	
	Current Services Rendered	0.60	111.00

Recapitulation

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
WILFORD H STONE	0.60	\$185.00	\$111.00

Total Current Services and Expenses	111.00
Previous Balance	\$481.00

Payments

05/26/2022 Payment on Account - Thank You	-481.00
Balance Due	\$111.00

City of Washington

Police Negotiations

Page: 2

June 16, 2022

Account No: 230648-00100C

Statement No: 197827

***PLEASE MAKE CHECKS PAYABLE TO:
LYNCH DALLAS, PC.***

PAYMENTS RECEIVED AFTER STATEMENT DATE
WILL APPEAR ON YOUR NEXT MONTH'S BILL.
PLEASE INCLUDE ACCOUNT NUMBER ON YOUR
CHECK OR RETURN A COPY OF YOUR BILL.

Statement for:

7/1/2022

City of Washington
215 E Washington Street
Washington, IA 52353

Animal Care Services Provided

FY2023	2021 full year	\$ 34,821.80
--------	----------------	--------------

TOTAL DUE \$ 34,821.80

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

Washington Economic Development Group
120 E Main St Ste 4
Washington, IA 52353
(319) 653-3942



Innovative Business • Creative Culture • Healthy Lifestyle

*Our Mission -- Create and promote an environment for
Economic Development*

City of Washington
215 E Washington St
Washington, IA 52353

INVOICE

Invoice Date: 7/1/2022

Invoice Number: 11074

Federal Tax ID #42-1276049

DESCRIPTION	AMOUNT
2022 Portion of 2020-2022 Pledge Drive <i>Dear Deanna, Geron, City Council and Staff: Thank you so much for your investment in and partnership with WEDG. Collaboration like this leads to more innovation, efficient processes, increased success and improved communication. Looking forward to many more years of success and friendship. Sincerely, Mary</i>	30,000.00

Thank you for your continued support of the Washington Economic Development Group (WEDG). Contributions or gifts to the WEDG are not tax deductible as charitable contributions for income tax purposes but they may be tax deductible as ordinary and necessary business expenses.

Total: \$30,000.00



YMCA of Washington County

520 W 5th St PO Box 887
PO Box 887
Washington, IA 52353
United States
(319) 653-2141

July 1, 2022

INVOICE

AMOUNT DUE as of 7/1/2022
\$3,000.00

City of Washington

Identification: 016015

Enclosed payment amount: \$

TO City of Washington
215 E Washington
Washington, IA 52353
United States

(return this portion with payment)

Account Fees

Date	Description	Due Date	Fee	Adjusted	Sched.	Paid	Balance
07/01/22	City Contribution - 2022 Pool management fee	07/01/22	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00

Total	\$3,000.00
Amount Adjusted	\$0.00
Amount Paid	\$0.00
Amount Scheduled	\$0.00
Balance	\$3,000.00
Amount Due	\$3,000.00

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

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

Business Information:

Trade name/Doing business as: CORNER STOP (DNP LLC)
Physical location address: 100 E MADISON STREET City: WASHINGTON ZIP: 52353
Mailing address: 100 E MADISON STREET City: WASHINGTON State: IA ZIP: 52353
Business phone number: 319-0653-6833

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP _____
Mailing address: 375 W 18th Street APT 10 City: Washington State: IA ZIP: 52353
Phone number: 502-356-5226 Fax number: _____ Email: PURU.PFI@gmail.com

Retail Information:

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

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

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

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

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

Name (please print): PURUSHOTAM BARAL Name (please print): _____
Signature: [Signature] Signature: _____
Date: 06-26-22 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: WASHINGTON IA 52353
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

City Administrator Report
July 5, 2022

- Kiwanis's Amer's meeting on Friday
- Am off Thursday, July 7 and Friday, July 8
- Nuisance meeting Thursday
- Holding Council one-on-one and department heads one-on-one
- Had a meeting to review playset options with Boland Recreation so we can a better idea when applying for grants.
- Had a meeting to discuss placement and timing to relocate the scoreboard to the wellness park
- Met with Truenorth for our semi-annual update regarding benefits
- S&P conference call regarding our upcoming bond issuance last Monday to determine our credit rating which affects our interest rate for our bond
- Homeless meeting held yesterday are discussing the idea of a downtown forum regarding the situation
- Met Erin at the UP Home and got a tour
- Visited Hogslat
- Visited with Dave from Fareway
- Are planning additional business visits over the next few weeks

MAINTENANCE & CONSTRUCTION DEPT. REPORT

6-11-22/6-24-22

STREETS: Personnel installed a new street ID sign: South 12th Ave-Meadowview Lane. Personnel continued line painting around the town. Personnel took care of a couple alley complaints by blading them. Personnel began trimming trees in the ROW that were blocking the vision of signs and oncoming traffic/pedestrians.

WATER DISTRIBUTION: Personnel installed a new one inch water tap located at 612 East 7th St. Personnel also installed a new one inch water service located at #1 Meadowview Lane. Personnel weed eated around fire hydrants. Personnel constructed 2 water taps located at #1 Meadowview Lane and 1100 block of East 3rd St.

SEWER COLLECTION: Personnel installed a barrel section for a terminal manhole and hooked it up to the sanitary main as well. Personnel flushed terminal manholes and trouble spots using 45,000 gallons of water.

STORM SEWER COLLECTION: Personnel vacked out an intake located at South 6th Ave-East Van Buren St. Also vacked out the M/C's wash bay pit.

MECHANIC/SHOP: Personnel serviced #119 (coolant leak), PD Tahoe, 009 (diagnosed:window, made appt), PD 307, repaired Hammer head mole (new gaskets and hydraulic adaptor), Recycling trailer (made into paint trailer) and put away bolts/nuts delivery.

OTHER: Personnel responded to 59 One Call Locates. Personnel continued with the yard waste route pick up (changed the route; swapped Tuesday & Thursday). Personnel hauled numerous loads of spoil away from the shop and hauled numerous loads of one inch road stone back to the storage building.

*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.

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



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

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

**Parks Superintendent:
Nick Pacha**

May/June City Council Update – Parks Department

- Mowing, trimming, spraying, off all Parks properties and areas we maintain.
- Daily maintenance of outdoor pool, cleaning, adding chemicals, cleaning of filters, vacuuming etc.
- Daily maintenance of Central park fountain, adding chemicals, cleaning, vacuuming.
- All flowers, including Downtown hanging baskets, planters, planters at City hall, and Sunset Park installed.
- Daily watering of flowers, and weekly fertilizing of flowers
- Weekly sometimes bi-weekly watering of newly planted trees (100+) around the Parks.
- Watering of newly seeded grass areas.
- Getting bids and working with school, Alliant, electric contractors for install of electric and score boards at Wellness Park Soccer fields.
- Concrete pads poured for drinking fountains at Wellness park Pavilion and Madison park pavilion and sign for Madison park
- New Madison park stone sign installed.
- Lot's of Vandalism repairs at bandstand and restrooms, parks, restrooms and Wellness park
- Attended weekly Department head meetings, Park Board meeting , YMCA board meetings, sales meetings and homeless issue meetings, Outdoor fitness area meeting.
- Maintenance of all equipment including tractor, mowers, utility cart, gator etc.
- Shop and office cleaning and organizing.
- Assist ACCO with outdoor pool heater installation.
- Main pavilion roof installed and exterior fence painted
- Limb/stick cleanup around park
- Dirt and grass seeded many areas.
- Installed artificial turf on 2 bullpen areas at Wellness Park.
- Batting cages and volleyball nets up for the season.
- Fertilized 4 ballfields and two soccer fields at Wellness Park and North 18th soccer fields and Central Park, City hall, Madison park
- Tree trimming around Parks and Kewash trail and cleanup and adding dirt to make sight lines better.

- Working with contractors, volunteers and Park Board on a playset planning and potential outdoor fitness courts for Wellness Park.
- Was successful in securing Delta Dental drinking fountain grant for Wellness Park Pavilion, installed water line and poured concrete pad for this project.
- Complete wood mulching of New Dawn wood playset, and Redlinger playset, and pool landscaping.
- Bi-weekly garbage removal around parks
- Setup and cleanup for Farmers markets, church services, memorial day services, kidzfest, summer classisc, car shows, and other celebrations at Central park and park areas. etc.
- Planting of 5 acres of grass north of sand volleyball
- Many Baseball and softball tournaments and games at Wellness Park and older ballfields
- Pickleball paving and line painting (in process) at Case field area.
- End of the year budget reconciliation

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

**WWTP report
July 5th , 2022
Council meeting**

- **After hour alarm and dog call outs**
6-18-22 Dog call to 602 E Washington at 10:44 a.m. Parker
6-25-22 Dog call to E 3rd and 13th at 5:10 p.m. Dylan
6-26-22 Dog call to 401 N 4th at 6:05 p.m.
6-27-22 Alarm at Lexington liftstation 1:00 a.m Dylan
6-28-22 Alarm call to Lexington liftstation 5:05 p.m.
- **Dept Head meetings** –June 28th,July 5th, And a one on one with Deanna on July 1st
- **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.
- **New Tractor-**We took delivery of our new tractor June 16th
- **WWTP Mowing-**Mowing at the WWTP and the 3 lift stations in town. We also got all the tractor mowing done at the WWTP, Wellness Park, West 5th and West Main.
- **Weed Spraying-**Doing some weed spraying around the WWTP and old Lagoon.
- **Old WWTP Demo-**We continue to water the new grass at the old WWTP site.

**Jason Whisler
6/30/2022 2:00 p.m.**

Here is a summary of the updates and activities from the Water Treatment Department for June, 22

Harn RO service: First off, the service tech Harn sent was great. His name was Troy. The good news is our trains are running great and we are still at least a year or 2 from having to do a CIP (clean in place). The bad news is we need to make some plumbing changes in order to perform a CIP. Troy was shocked to find out we are unable to perform a CIP with out making significant changes to plumbing. This is something that should have been addressed when we were building the new plant back in 2018. I had Pinnacle Plumbing and Mechanical come out to give us a price on making these repairs and additions. Pinnacle bought Bowker. Bowker was the sub-contractor on the project. They do good work and are reliable. Once we get an estimate from Pinnacle, we need contact all parties involved, Tricon(contractor), Fox (Engineers), and Harn RO (RO manufacturer), and get these issues resolved as cost effective as possible for the city.

Well 7: Well 7 would not start up yesterday. I went to the well house thinking it was a communication/radio issue to find a fault on the VFD. I reset the fault and tried again and the VFD faulted again. I had Mike Zehr with Washington Electric come look at it to eliminate and issue with the VFD. After he came and determined the issue was in the ground, I called Cahoy Well and Pump. Cahoy is who installed the pump and motor back in 2018. They luckily were in the area and sent a tech over who confirmed all 3 phases were running to ground. This typically means the motor is dead. I called Mike Wittenbaugh, one of the Cahoy presidents to request a proposal. I also called Peerless Well and Pump to get an estimate. Peerless and Cahoy are both reputable and we have used both in the past. My recommendation would be to use the lower bid and replace as soon as possible. We have 2 functioning wells (Wells 5 and 6) so we are able to run at full capacity, but if we were to have an issue with either of them, we would be in a state of emergency.

Street Lights: The recent complaints at Wal-Mart were due to a faulty camera censor. We got that replaced and sent broken camera in for repair. That intersection is working properly as it should be and we haven't had a complaint since the new camera censor was installed. Joe Marie fixed a street light that was out.

Water Plant Operations: I submitted May MOR to the DNR. We read water meters, book 7, our monthly extra meter list, and all re-reads. We collected routine monthly bacteria samples; results were absent. Our bulk chemicals were delivered and filled up. We took apart and cleaned our chlorine injector and injection point. We collected our monthly well levels. We changed bag filters. We have really been working on the dead meter list. We changed or repaired 20 meters in June. There is roughly 20 dead meters in the city. Our goal is to get them replaced or repaired by August 1st. The biggest obstacle is catching residents while they are home and or getting them to respond to our meter change notice we leave on the door or in the mail box. I submitted all end of year billing to Kelsey. Deanna, Sally, and Jeff used the explorer for a meeting in Marshalltown. We have been watering the trees around the plant as needed. Harn RO sent a service tech to inspect and go over the RO units.

Operators: Will Tapken has been with the city for about 6 weeks now. His training has gone well. I believe he is ahead of schedule for my expectations and believe he is a great fit. He is already covering weekend duties and being on-call. I filled out my employee questionnaire and had my evaluation with Deanna during our 1-on-1 meeting. We plan on cross-training at the wastewater plant and having the wastewater guys train here at the water plant within the next few weeks.

Meetings attended: Weekly staff meetings, 1 on 1 with Deanna, tour of water plant for Deanna and Bethany, Parker gave Will and I a tour of the wastewater Plant, safety meeting for hearing safety and hearing test, and attended the city potluck. If you have any questions or concerns, please do not hesitate to contact myself or Will. Thanks, stay safe!

2022 WATER QUALITY REPORT FOR WASHINGTON WATER DEPARTMENT

This report contains important information regarding the water quality in our water system. The source of our water is groundwater. Our water quality testing shows the following results:

CONTAMINANT	MCL - (MCLG)	Compliance		Date	Violation Yes/No	Source
		Type	Value & (Range)			
Total Trihalomethanes (ppb) [TTHM]	80 (N/A)	LRAA	3.00 (3 - 3)	09/30/2021	No	By-products of drinking water chlorination
Lead (ppb)	AL=15 (0)	90th	0.00 (ND - 14)	2020	No	Corrosion of household plumbing systems; erosion of natural deposits
Copper (ppm)	AL=1.3 (1.3)	90th	0.04 (ND - 0.08)	2020	No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
950 - DISTRIBUTION SYSTEM						
Chlorine (ppm)	MRDL=4.0 (MRDLG=4.0)	RAA	1.1 (.88 - 1.21)	12/31/2021	No	Water additive used to control microbes
01 - S/EP FRM WELLS #5,#6 & #7 @PLNT						
Combined Radium (pCi/L)	5 (0)	RAA	1.2 (ND - 2.4)	12/31/2021	No	Erosion of natural deposits
Fluoride (ppm)	4 (4)	SGL	0.47	10/27/2021	No	Water additive which promotes strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories
Sodium (ppm)	N/A (N/A)	SGL	44	10/20/2020	No	Erosion of natural deposits; Added to water during treatment process

Note: Contaminants with dates indicate results from the most recent testing done in accordance with regulations.

DEFINITIONS

- Maximum Contaminant Level (MCL) – The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- Maximum Contaminant Level Goal (MCLG) -- The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- ppb -- parts per billion.
- ppm -- parts per million.
- pCi/L – picocuries per liter
- N/A – Not applicable
- ND -- Not detected
- RAA – Running Annual Average
- Treatment Technique (TT) – A required process intended to reduce the level of a contaminant in drinking water.

- Action Level (AL) – The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- SGL – Single Sample Result
- RTCR – Revised Total Coliform Rule
- NTU – Nephelometric Turbidity Units

GENERAL INFORMATION

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water posed a health risk. More information about contaminants or potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. WASHINGTON WATER DEPARTMENT is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

SOURCE WATER ASSESSMENT INFORMATION

This water supply obtains its water from the sandstone and dolomite of the Cambrian-Ordovician aquifer. The Cambrian-Ordovician aquifer was determined to have low susceptibility to contamination because the characteristics of the aquifer and overlying materials provide natural protection from contaminants at the land surface. The Cambrian-Ordovician wells will have low susceptibility to surface contaminants such as leaking underground storage tanks, contaminant spills, and excess fertilizer application. A detailed evaluation of your source water was completed by the Iowa Department of Natural Resources, and is available from the Water Operator at 319-653-1531

OTHER INFORMATION

The City of Washington uses a Reverse Osmosis (RO) Treatment process to treat the drinking water. Reverse Osmosis is a water filtering process in which a source water is forced to pass through a semipermeable membrane that blocks most dissolved or suspended solids. Our water utility is making every effort to protect the water system from potential security threats. You, as customers, can also help. If you see any suspicious activity near the water towers, treatment plant, wells, or fire hydrants, please contact the local police/sheriff department or us at (319) 653-1531. We appreciate your assistance in protecting the water system.

CONTACT INFORMATION

For questions regarding this information, contact Kyle Wellington or Will Tapken at (319) 653-2764, 7am – 3:30 pm, M-F. Decisions regarding the water system are made at the City Council meetings held on the first and third Tuesdays at 6 p.m. at City Hall, 215 E Washington Street, and are open to the public. This report will not be mailed out. This report will be posted on the City and Iowa Rural Water websites and available at both City Hall and the Water Plant.



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: Junk in a Trunk

Coordinator: Julie Mangold / Marj Lins

Contact Number: 319-461-1125

Email Address: annrietz@icloud.com

2. EVENT INFORMATION

Event Description: people park on square + sell garage sale items from their cars

Days/Dates of Event: September 24, 2022

Time(s) of Event: (Include Set Up/Tear Down Time) 7:00 am →

Event Location: Downtown Square

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: North + East sides of the square

West Side for Food Vendors

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

letter taken to their residences

Other Requests

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

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

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

___ Fireworks (specify location :)

___ Use of gators/UTV/ATV on City streets

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

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

___ Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF WASHINGTON**

Street barricades

___ Emergency "No Parking" Signs

Traffic cones

___ Picnic Tables

___ Yield signs for crosswalks

Garbage/Recycling Barrels

___ Street Sweeping following (parades)

___ Other (please specify :)

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

___ Amplified Sound/Speaker System

___ Public Address System

___ Recorded/Live Music

___ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: Julie Mangold

Phone: 319-461-1125

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

we will be arranging for 1 day through Horak - don't have the certificate as yet.

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.

Julie Mangold

Applicant/Sponsor Signature

6-8-2022

Date

DEPARTMENT APPROVALS

Indicate Date Contacted

The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.

6/17/22

City Clerk Sally Y. Hart 319-653-6584 sallyhart@washingtioniowa.gov
 (Liquor Licenses) ext 131
 Comments/Restrictions:

[Signature] *6-14-2022*

Police Chief Jim Lester 319-458-0264 jlester@washingtioniowa.gov
 Comments/Restrictions:

[Signature] *6-15-22*

Fire Chief Brendan DeLong 319-461-3796 bdelong@washingtioniowa.gov
 Comments/Restrictions:

6-9-22

Streets JJ Bell 319-653-1538 jjbell@washingtioniowa.gov
 Comments/Restrictions:

6-9-22

Parks Nick Pacha 319-321-4886 npacha@washingtioniowa.gov
 Comments/Restrictions:

[Signature]

County Environmental Health (if serving food):
 Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us
 Comments/Restrictions:

CITY COUNCIL APPROVAL

City Clerk Signature

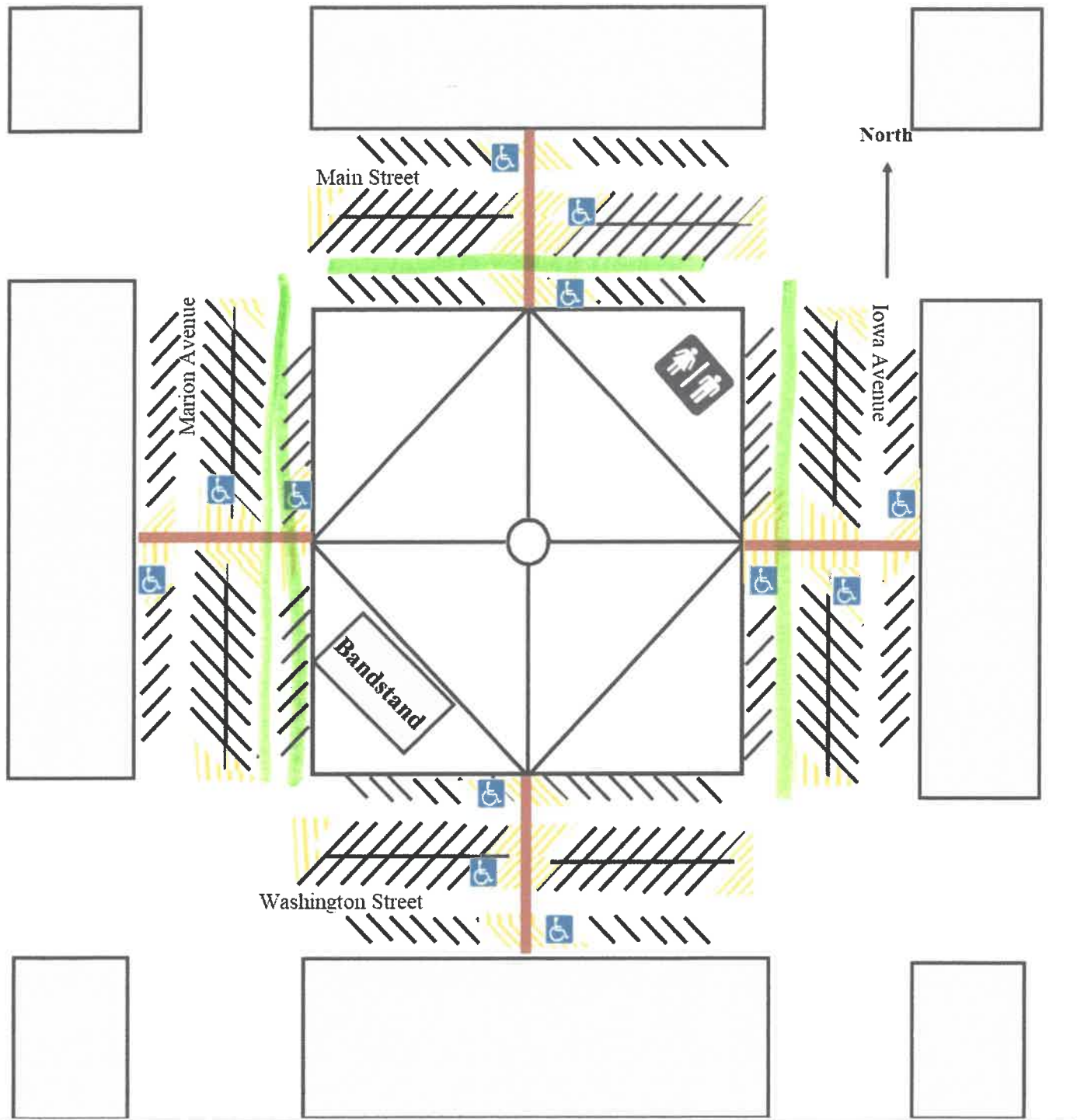
Date of Action

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

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





Case Report

6/1/2022 - 6/30/2022

Case Date	Main Status	Actions Taken	Method of Warning	Parcel Address	Description
-----------	-------------	---------------	-------------------	----------------	-------------

Group: Abated

6/22/2022	Abated		Emergency Abatement	421 E MADISON ST	high grass
6/16/2022	Abated		Hanger	307 N D AVE	high grass
6/9/2022	Abated		Letter	206 W 6TH ST	indoor furniture and other junk outside
6/1/2022	Abated		Email	936 S IOWA AVE	high grass

Group Total: 4

Group: Closed

6/24/2022	Closed	emailed landlord	Phone Call	106 S B AVE	parked on grass not current license
6/24/2022	Closed		Hanger	403 S 2ND AVE	trim bushes from sidewalk and intersection
6/24/2022	Closed	couldn't get ahold of manager. Called corporate office	Phone Call	1608 N 5TH AVE	furniture, appliances and junk all over yard
6/22/2022	Closed		Hanger	601 E 2ND ST	high grass
6/22/2022	Closed		Hanger	608 E 2ND ST	high grass in ROW
6/21/2022	Closed	called metal scrapper	Hanger	815 E MADISON ST	metal at curb
6/21/2022	Closed	called metal scrapper	Hanger	320 W JEFFERSON ST	appliance

6/21/2022	Closed		Hanger	701 E JEFFERSON ST	junk at curb
6/21/2022	Closed		Hanger	715 N 8TH AVE	parked on grass
6/17/2022	Closed	called realtor	Phone Call	738 S IOWA AVE	high grass
6/17/2022	Closed	called metal scrapper	Hanger	609 E 2ND ST	grill at curb
6/17/2022	Closed		Hanger	402 S IOWA AVE	indoor furniture
6/17/2022	Closed	emailed property manager	Hanger	214 N 4TH AVE	high grass
6/17/2022	Closed	texted owner	Hanger	1009 E 2ND ST	high grass
6/17/2022	Closed		Hanger	914 E 3RD ST	high grass
6/17/2022	Closed		Hanger	903 E 3RD ST	high grass
6/16/2022	Closed	called metal scrapper	Phone Call	113 S MARION AVE	deep freeze in alley
6/16/2022	Closed		Verbal Warning	112 S B AVE	high grass
6/16/2022	Closed		Hanger	309 N B AVE	high grass
6/16/2022	Closed		Hanger	1501 HIGHLAND AVE	high grass
6/14/2022	Closed	took pictures	Email	212 N IOWA AVE	high weeds
6/13/2022	Closed		Phone Call	1108 E WASHINGTON ST	high grass
6/13/2022	Closed		Email	502 S 2ND AVE	high grass
6/13/2022	Closed		Email	628 W MAIN ST	high grass
6/13/2022	Closed	called realtor	Phone Call	1103 N 8TH AVE	high grass
6/13/2022	Closed		Hanger	921 N 6TH AVE	furniture at curb
6/13/2022	Closed		Hanger	814 N 6TH AVE	high grass
6/13/2022	Closed	sent landlord email on 06/17/22	Hanger	626 E 3RD ST	junk at curb
6/13/2022	Closed		Verbal Warning	741 E 2ND ST	high grass in row

6/13/2022	Closed		Hanger	904 E 2ND ST	high grass
6/13/2022	Closed		Hanger	1212 E 2ND ST	high grass, tires, TV
6/13/2022	Closed		Hanger	407 S 2ND AVE	high grass
6/13/2022	Closed		Hanger	520 S IOWA AVE	high grass
6/13/2022	Closed		Hanger	726 S IOWA AVE	junk at curb
6/10/2022	Closed		Email	1007 E MADISON ST	dryer and microwave outside
6/10/2022	Closed	gave him Bill Howrey's number	Phone Call	920 E MADISON ST	high grass
6/10/2022	Closed		Hanger	505 S 11TH AVE	TV and other junk at curb
6/10/2022	Closed		Hanger	612 S 8TH AVE	vehicle no license
6/10/2022	Closed	called metal scrapper	Verbal Warning	704 S 8TH AVE	fridge, vehicle on grass
6/9/2022	Closed		Verbal Warning	1114 E WASHINGTON ST	high grass
6/9/2022	Closed	took pictures	Letter	708 E 2ND ST	dead trees junk vehicle parked on grass
6/8/2022	Closed	multi unit rental emailed landlord	Email	708 E WASHINGTON ST	indoor furniture outside
6/7/2022	Closed		Hanger	620 S IOWA AVE	grass and vehicles parked on grass
6/7/2022	Closed		Hanger	417 S IOWA AVE	junk at curb
6/7/2022	Closed		Hanger	320 W 5TH ST	high grass and vehicles on grass
6/6/2022	Closed		Hanger	914 S 2ND AVE	junk at curb
6/6/2022	Closed		Hanger	622 S 2ND AVE	parked on grass not

					current license
6/6/2022	Closed	emailed landlord	Hanger	508 N IOWA AVE	high grass
6/6/2022	Closed	left metal scrappers number	Hanger	621 E 2ND ST	freezer at curb
6/3/2022	Closed		Phone Call	502 E 7TH ST	high grass
6/3/2022	Closed		Email	1002 N 2ND AVE	furniture outside car on grass
6/3/2022	Closed		Hanger	308 W MONROE ST	high grass in ROW
6/2/2022	Closed	sent landlord email	Hanger	911 E 2ND ST	high grass
6/2/2022	Closed		Hanger	903 E 3RD ST	high grass
6/1/2022	Closed		Hanger	415 E MADISON ST	junk at curb
6/1/2022	Closed		Hanger	516 W 3RD ST	high grass
6/1/2022	Closed	She had called Lighthouse to pick up	Verbal Warning	1512 N 2ND AVE	appliances outside
6/1/2022	Closed	called metal scrapper	Verbal Warning	1608 N 5TH AVE	appliance outside
6/1/2022	Closed	called metal scrapper to pick up metal	Hanger	1605 N 4TH AVE	junk at curb
6/1/2022	Closed		Hanger	1014 N 5TH AVE	high grass
6/1/2022	Closed		Hanger	716 S 7TH AVE	high grass

Group Total: 61

Group: Open

6/30/2022	Open		Hanger	728 W MAIN ST	park on grass
6/30/2022	Open		Hanger	708 W MAIN ST	furniture @ Curb
6/30/2022	Open		Hanger	219 W JEFFERSON ST	furniture @ curb
6/30/2022	Open		Hanger	1303 E 3RD ST	parked on grass

6/29/2022	Open		Phone Call	503 N 12TH AVE	high weeds
6/29/2022	Open		Hanger	914 S 2ND AVE	junk at curb
6/29/2022	Open	put metal scrappers phone number on hanger	Hanger	1030 N IOWA AVE	appliances out side
6/29/2022	Open		Hanger	1416 E 2ND ST	bushes blocking view at intersection
6/28/2022	Open		Hanger	802 N MARION AVE	high grass
6/28/2022	Open		Letter	508 N IOWA AVE	high weeds in back someone living in garage
6/27/2022	Open		Hanger	617 N B AVE	boat on grass
6/27/2022	Open	emailed landlord	Email	309 E 7TH ST	grass and weeds
6/27/2022	Open		Hanger	615 N 4TH AVE	high grass
6/24/2022	Open		Hanger	217 N C AVE	junk vehicles on grass high grass
6/24/2022	Open		Hanger	323 W 3RD ST	indoor furniture, high grass
6/21/2022	Open	called owner	Hanger	1024 N 5TH AVE	high grass
6/21/2022	Open	took pictures	Letter	1003 W MADISON ST	furniture, appliances, and junk in back yard
6/20/2022	Open		Hanger	402 E MADISON ST	high grass
6/20/2022	Open	called 6/27 about trash	Hanger	1017 N 8TH AVE	high grass and junk in driveway
6/16/2022	Open		Letter	800 W 3RD ST	high grass, dead trees, parked on grass

6/16/2022	Open	Mailed informal letter	Letter	W 3RD ST	high grass
6/14/2022	Open	took pictures	Letter	323 E 3RD ST	trailer full of junk and appliances in yard
6/8/2022	Open	took pictures	Letter	417 E MAIN ST	high grass and weeds, dead tree, trailer on grass
6/6/2022	Open		Letter	1205 N IOWA AVE	junk vehicles and parked on grass
6/3/2022	Open	took pictures	Letter	921 E 2ND ST	high weeds and junk in yard
6/3/2022	Open	took pictures	Letter	732 E MAIN ST	junk around camper dogs in camper

Group Total: 26

--	--	--	--	--	--

Total Records: 91

6/30/2022

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
JULY 5, 2022**

POLICE	ACE-N-MORE	SAFE	431.99	
	ALLIANT ENERGY	ALLIANT ENERGY	706.03	
	AMAZON CAPITAL SERVICES	DENT REPAIR TOOLS	19.92	
	ARNOLD MOTOR SUPPLY	SUPPLIES	507.99	
	CAPITAL ONE	SUPPLIES	17.74	
	CRITICAL HIRE	APPLICANT TESTING	25.00	
	FELD FIRE	SAFETY SUPPLIES	985.00	
	GALLS LLC	UNIFORMS	109.12	
	KCTC	PHONE AND INTERNET	358.37	
	MARCO, INC.	COPIER LEASE	391.70	
	RTS TACTICAL	SAFETY ITEMS	2,749.95	
	STANARD & ASSOCIATES INC	APPLICANT TESTING	62.18	
	SYNNEX FINANCIAL SERVICES	TABLET LEASES	604.26	
	VISA-TCM BANK, N.A.	COLLECTION KITS	911.50	
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	26.46	
		TOTAL	7,907.21	
	FIRE	ACE-N-MORE	EXT SHED LOCK/TOOLS	3,661.95
AIR CLEANING TECHNOLOGIES INC		EXHAUST SYSTEM FOR NEW PIC	6,175.00	
ALLIANT ENERGY		ALLIANT ENERGY	1,588.56	
CINTAS CORP LOC. 342		TOWEL SERVICE	77.73	
FELD FIRE		HELMETS	1,311.00	
FIRE SERVICE TRAINING BUREAU		PRACTICALS - HANSEN	100.00	
GALLS LLC		UNIFORMS	689.25	
HOTSY CLEANING SYSTEMS		OIL PUMP	150.23	
INDIAN HILLS COMM COLLEGE		INV CLASS-CHENOWETH/HALVER	120.00	
KCTC		PHONE AND INTERNET	206.39	
MIDWEST BREATHING AIR SYSTEMS		TESTING	192.04	
VISA-TCM BANK, N.A.		EQUIPMENT MOUNTS	497.63	
WILLIAMS, NIC		FUEL REIMB	57.54	
WITMER PUBLIC SAFETY GROUP		GLOVES/FLASHLIGHT/PART HOO	585.13	
		TOTAL	15,412.45	
EMS		RACOM CORPORATION	EQUIPMENT	3,723.91
			TOTAL	3,723.91
DEVELOPMENT SERVICES	FARRIER, KELLY	GRASS ABATEMENT	145.00	
	HOWREY, WILLIAM	GRASS ABATEMENT	140.00	
	INTEGRITY ABSTRACT COMPANY	LIEN SEARCH 421 E MADISON	125.00	
	NORTHERN SAFETY CO., INC.	SUPPLIES AND EQUIPMENT	523.07	
	WASHINGTON DISPOSAL LLC.	TRASH PICKUP- ABATEMENT	200.00	
		TOTAL	1,133.07	
LIBRARY	VISA-TCM BANK, N.A.	POSTAGE, ZOOM & SOFTWARE	106.94	
	VALENTINE, TAMMY	HOMEBOUND & SUPPLIES	5.00	
		TOTAL	111.94	
PARKS	ACE-N-MORE	SUPPLIES	672.02	
	ALLIANT ENERGY	ALLIANT ENERGY	1,251.01	
	AMAZON CAPITAL SERVICES	SIGN/OUTLET/PUMP	185.62	
	BLUE MOON SATELLITES, LLC	PORTABLE TOILETS	437.00	
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	378.50	
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	46.09	
	COBB OIL CO., INC.	FUEL	69.19	
	IDEAL READY MIX	PATCHING	304.32	
	JOHN DEERE FINANCIAL	SUPPLIES	70.96	

	KCTC	PHONE AND INTERNET	331.83
	MARTIN'S FLAG CO.	FLAGS	491.60
	VISA-TCM BANK, N.A.	TRAILER USAGE & SUPPLIES	151.74
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	17.00
	WASHINGTON LUMBER	LUMBER AND TOOLS	51.58
	WASHINGTON RENTAL	REPAIR/SHARPENING CHAINS	163.15
	WIDE, TOM	SIGNS- MADISON PARK	793.50
		TOTAL	5,415.11
POOL	ACCO	CHLORINE	2,034.80
	ACE-N-MORE	SUPPLIES	31.89
	ALLIANT ENERGY	ALLIANT ENERGY	5,744.71
	AMAZON CAPITAL SERVICES	VALVE FOR POOL	86.34
	HERITAGE FLOORING CONCEPTS LLC	EPOXY FLOORING-2ND HALF	4,725.00
	IN THE SWIM	POOL CHAIR	817.42
	KCTC	PHONE AND INTERNET	85.94
	VISA-TCM BANK, N.A.	TRAILER USAGE & SUPPLIES	93.45
		TOTAL	13,619.55
CEMETERY	ACE-N-MORE	TAPE	51.94
	ALLIANT ENERGY	ALLIANT ENERGY	28.45
	ALLIANT ENERGY	ALLIANT ENERGY	122.26
	ARNOLD MOTOR SUPPLY	PARTS	86.53
	COBB OIL CO, INC.	FUEL	1,314.58
	KCTC	PHONE AND INTERNET	164.53
	LENGACHERS SMALL ENGINE SALES AND SERV	MOWER PARTS & TRANSMISSION	1,269.00
		TOTAL	3,037.29
FINANCIAL ADMINISTRATI	ALLIANT ENERGY	ALLIANT ENERGY	1,235.55
	ACCESS SYSTEMS	COPIER MAINTENANCE & COPIE	673.20
	ACE-N-MORE	SUPPLIES	2.59
	ALBERT, KIRK	MILEAGE REIMBURSEMENT	102.50
	CINTAS CORP LOC. 342	MATT SERVICE	48.90
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE	154.98
	GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
	IGRAPHIX, INC	NEWSLETTER PRINTING/POSTAG	2,570.40
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	260.00
	IOWA ASSN. OF MUNICIPAL UTILITIES	2ND QTR ISEP (SAFETY TRAIN	1,478.17
	IOWA LEAGUE OF CITIES	DUES FY22-23	3,582.00
	KCII	ADVERTISING	259.52
	KCTC	PHONE AND INTERNET	936.64
	VISA-TCM BANK, N.A.	ZOOM/CONF EXPENSES	575.17
	WASHINGTON LUMBER	DOOR SEALS	36.98
		TOTAL	12,312.60
AIRPORT	CLOUDBURST 9	INTERNET	72.09
	KCII	ADVERTISING	259.52
	MARIE ELECTRIC INC.	ELECTRICAL WORK	425.00
	TITAN AVIATION FUELS	FUEL	21,707.71
		TOTAL	22,464.32
ROAD USE	ACE-N-MORE	MAILBOX REPAIR	182.67
	ARNOLD MOTOR SUPPLY	PARTS	15.55
	CAPITAL ONE	SUPPLIES	20.98
	COLEMAN CONSTRUCTION INC.	STREET PATCHING	53,900.00
	DOUDS STONE LLC	ROADSTONE	518.65
	GIERKE ROBINSON CO., INC	TRUNCATED DOMES	1,075.05
	IA DEPT OF TRANSPORTATION	PAINT FOR LINE PAINTING	1,602.29
	IDEAL READY MIX	PATCHING	608.73
	IOWA PRISON INDUSTRIES	SIGN	74.60
	MOSE LEVY CO INC	STAKE POCKETS FOR SIDBOARD	97.50

	SINCLAIR TRACTOR	D50 SERVICE	15.14
	WASHINGTON LUMBER	LUMBER	37.13
		TOTAL	58,148.29
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	288.11
	MARIE ELECTRIC INC.	TRAFFIC LIGHT REPAIR	56.22
		TOTAL	344.33
CAPITAL PROJECTS	ALLIANT ENERGY	MADISON PARK	433.14
	AMAZON CAPITAL SERVICES	PICKLEBALL NETS	265.94
	MAXWELL CONSTRUCTION INC	TRUNKLINE LOCATE	2,215.00
		TOTAL	2,914.08
WELLNESS PARK	KLEOPFER LAWN CARE LLC	BROADLEAF SPRAY-SOCCER FIE	2,470.00
		TOTAL	2,470.00
SIDEWALK REPAIR	GILMORE, RICHARD	SIDEWALK REPAIR/REPLACEMEN	336.00
	GUENTHER, CAROLYNN	SIDEWALK REPAIR/REPLACEMEN	656.00
		TOTAL	992.00
TREE COMMITTEE	FAREWAY STORES	MULCH - TREE COMMITTEE	58.50
	IOWA CITY LANDSCAPING	TREE	72.00
		TOTAL	130.50
SAFETY FUND	BDH TECHNOLOGY LLC	CENTRAL PARK CAMERAS	7,065.50
		TOTAL	7,065.50
PARK GIFT	HY-VEE	FLOWERS	2,464.36
	IN THE SWIM	POOL CHAIR	1,342.50
		TOTAL	3,806.86
WATER PLANT	ACE-N-MORE	SUPPLIES	43.55
	ALLIANT ENERGY	ALLIANT ENERGY	816.35
	AMERICAN MELT BLOWN & FILTRATION	FILTER BAGS	918.81
	CAPITAL ONE	SUPPLIES	37.84
	DAVIES, COLE	4-72100-04	26.74
	FERGUSON WATERWORKS# 2516	METERS	4,120.45
	GRAF, TRAVIS	2-69250-06	90.72
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	170.00
	KCTC	PHONE AND INTERNET	165.62
	PATTON, JERRICA N.	1-06550-10	69.50
	POSTMASTER	BULK MAILING WATER BILLS	956.09
	STREFF, ROSE	MILEAGE REIMBURSEMENT	6.25
	TYLER TECHNOLOGIES	ANNUAL FEES & PRINTER MAIN	4,332.70
	VANSKIKE, RANDY	1-38050-19	113.76
	WASHINGTON ELECTRIC INC.	REPLACE AERATION MOTOR/WIRING	1,595.81
	WATER SOLUTIONS UNLIMITED	CHEMICALS	11,510.63
		TOTAL	24,974.82
WATER DISTRIBUTION	ACE-N-MORE	PAINTER TRAILER PARTS/SUPPLIES	827.42
	ARNOLD MOTOR SUPPLY	PARTS	437.27
	CHEMSEARCH FE	BULK GAS ADDITIVE	446.15
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	31.02
	COBB OIL CO., INC.	FUEL	322.55
	DOUDS STONE LLC	ROADSTONE	700.66
	IOWA ONE CALL	SERVICE	439.20
	KCTC	PHONE AND INTERNET	99.81

MID-AM RES. CHEMICAL CORP	BRAKE/PARTS CLEANER	1,066.25
QUAD CITIES WINWATER	HYDRANT METERS/PARTS	18,152.65
VERMEER IOWA & N. MISSOURI	PARTS FOR MOLE-WATER SERVI	121.00
	TOTAL	22,643.98

SEWER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	20.38
ACE-N-MORE	DEF FOR TRACTOR	63.96
EUROFINS ENVIRONMENT TESTING NC	TESTING	1,900.50
MID-AM RES. CHEMICAL CORP	CHEMICALS	1,148.54
TYLER TECHNOLOGIES	ANNUAL FEES & PRINTER MAIN	4,332.69
UNITED LABORATORIES	LIFT STATION MAINTAINER	938.00
USA BLUEBOOK	LAB SUPPLIES	472.69
VISA-TCM BANK, N.A.	LODGING, CONF, WTR CERTIFI	754.09
	TOTAL	9,630.85

SEWER COLLECTION

ACE-N-MORE	GREEN MARKING PAINT	98.89
ALLIANT ENERGY	ALLIANT ENERGY	89.40
CHEMSEARCH FE	BULK GEAR LUBE/OIL ABSORB PADS	357.19
KCTC	PHONE AND INTERNET	99.81
LAWSON PRODUCTS INC	SAFETY SUPPLIES	269.30
MACQUEEN EQUIPMENT	LEAF VAC- REPAIR	480.79
MIDWEST WHEEL	STROBE FOR PAINTER TRAILER	111.36
QUAD CITIES WINWATER	PARTS	3,079.46
TIFCO INDUSTRIES	HARDWARE	188.62
	TOTAL	4,774.82

SANITATION

JOHNSON COUNTY REFUSE INC	REFUSE AND RECYCLING	48,562.50
WASH CO HUMANE SOCIETY	JUNE COLLECTIONS	327.97
	TOTAL	48,890.47

	TOTAL	271,923.95
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*Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
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*

Memorandum

June 29, 2022

To: Mayor & City Council

From: Sally Y. Hart
City Clerk

Re: 321 South Iowa Avenue Historic Property Demolition Form

The Historic Property Demolition Form for 321 South Iowa Avenue (the Captain's Table) has been submitted. Attached is the form and other documents associated with the property.

The Historic Preservation Commission reviewed the item at their meeting on June 20th and recommended the demolition request be approved.

RESOLUTION NO. 2022-__

**A RESOLUTION APPROVING A HISTORIC PROPERTY DEMOLITION
PERMIT FOR THE BUILDING AT 321 SOUTH IOWA AVENUE
(SMOUSE HOUSE/CAPTAIN'S TABLE)**

WHEREAS, the Washington Code of Ordinances, Chapter 27.05 Demolition Review, requires review of demolition requests for certain buildings and structures by the Washington Historic Preservation Commission (the "Commission"), before a demolition permit can be granted; and

WHEREAS, KAT LLC ("the Developer") applied to the Commission for approval to demolish the building located at 321 South Iowa Avenue, locally known as the Smouse House or Captain's Table, to allow for redevelopment of the property; and

WHEREAS, following proper notice, the Commission met to consider the demolition application, and found that while the building remains historically contributing to the Downtown Historic District, failure to demolish the building would prevent the owner from receiving a reasonable financial return on the property; and

WHEREAS, following Commission notification to the City Council of this recommendation, proper notice was provided of a public hearing on the demolition application, under provisions of Chapter 27 of the Washington Code of Ordinances.

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

Section 1. Under the provisions of Chapter 27.05 of the Washington Code of Ordinances, the City Council hereby accepts the recommendation of the Washington Historic Preservation Commission, and authorizes the issuance of a demolition permit for the building located at 321 South Iowa Avenue, Washington, Iowa.

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

PASSED AND APPROVED this __ day of July, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

Applicant name Jeff Hezelett

Application Date 6/9/22

The City of Washington, Iowa
Historic Property Demolition Form
Site Information

Location address: 321 S. Iowa Ave. Washington, IA.
Building(s)/Structure(s) to be demolished: 1
Property owner: KAT, LLC Phone: 319-461-4910
Owner's address: 107 S. Marion Ave. Washington, IA.
Contractor for demolition: DeLong Construction Phone: 319-653-3334
Contractor's address: 1320 North 8th Ave. Washington, IA.

Utilities

The undersigned agrees to contact the City of Washington for inspection of all of the utility disconnects checked below, before a permit is issued.

Electric + Gas-Applicant must contact Alliant Utilities for disconnection.
Alliant contact person: _____ phone: _____

Water & sewer Contractor: _____
Inspected by City representative: _____

Applicant is also responsible for notifying the telephone and cable companies for disconnections.

Hazardous Materials

List any hazardous materials known to be on site i.e. Asbestos, underground tanks, mercury (thermostats), lead, ballasts, etc. Asbestos Analysis attached.
Report sent to IDNR (Tom Wehr) on 4/7/22

If there are any hazardous materials, describe abatement plans and contractor.

(Use a separate sheet if needed.)
Questions regarding hazardous materials should be made to the Building Department, the IDNR at 319-653-2135 or SEMCO at 1-319-456-6171.

Solid Waste Disposal/Recycle

Square footage of area being demolished Appx 4,295 # of stories 2

Total square footage Appx 5,897

Estimated amount of materials to be buried in land fill: 50 %
 Land fill to be used: SEMCO

Estimated amount to be used as fill materials: 50 %
 Location of fill site: DeLong Farm 230th St / Lexington Blvd

Estimated amount to be reused or recycled: 0 %
 Name and location of recycler: N/A

= 100%

You will be required to provide receipts documenting the amount of materials sent to an approved landfill.

Economic Information

Estimate of Demolition Costs:

** DeLong estimate is attached*

Estimated Disposal fee: _____
 Termination of Utilities fee: _____
 Equipment Rental fee: _____
 Safety Fencing fee: _____
 Asbestos Abatement fee: _____
 Additional Demolition fee(s): _____

TOTAL ESTIMATED DEMOLITION COSTS: \$39,900 =

Estimated Market Value (prepared by a real estate appraiser) of the property:

1. Current condition of property and building: \$65,000 =
2. After completion of the proposed demolition: \$65,000 =
3. After rehabilitation of the existing property for continued use: N/A

Real Estate Appraiser Name: Jeff Hazlett Phone: 319-461-4810
 Appraiser's address: 107 S. Marion Ave Washington, IA 52353

Estimate of a construction professional, experienced in rehabilitation, as to the costs to rehabilitate or reuse the existing building on the property: \$1.5 to \$2 million

Construction Professional Name: WSP Engineering Phone: 319-656-6036
 Professional's address: 2570 Holiday Rd Coraopolis, IA 52241

Additional Information

(attach to application any or all of these items if specifically requested by the City Council or Historic Preservation Commission)

Included

1. A report from a licensed structural engineer or architect with experience in rehabilitation as to the structural soundness of any buildings and their suitability for rehabilitation.

2. Information regarding the current economic viability of the building.

Chamber
2 yrs

3. Information regarding the potential economic viability of the building, such as a statement in regard to applicant's efforts to obtain financing, tax incentives, preservation grants and other incentives sufficient to allow the applicant to earn a reasonable economic return from the property in its current condition, and after rehabilitation of the existing property for continued use.

4. Evidence showing the applicant's efforts in ongoing maintenance and repair.

N/A

5. The owner's proposed plans for reuse of the property.

Note: The Commission may request access to the inside of the building from the owner.

The IDNR must be notified if the demolition or renovation is a use that will be anything other than a single family residence use. Call 1-515-281-8443 for more information or go online: www.iowadnr.com

Signature of Owner or Authorized Agent: _____

Date: 6-9-22

TO BE COMPLETED BY HISTORIC PRESERVATION COMMISSION

Date Complete Form Received: _____

The City of Washington Historic Preservation Commission recommends:

Approval Denial

of this Historic Property Demolition Request for the following reason(s):

TO BE COMPLETED BY BUILDING OFFICIAL

Approved by City Official: _____

Date: _____

Permit # _____

Start date _____

Completion date _____

Pictures: _____



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

An EEO/AA Employer

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

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

An Iowa DOT Certified DBE / WBE Contractor

February 7, 2022
Captain's Table Site Demolition - Complete
Washington, IA

DeLong Construction, Inc. is pleased to provide a quote for the above project current information available.

SITE DEMOLITION

\$39,800

THIS WORK INCLUDES:

- Filing Iowa DNR Demolition Notice & Permit
 - ✓ *Note that asbestos survey showing no abatement necessary or verification that abatement has been completed is required to complete the permit*
- Traffic control & signage
- Cap & abandon existing water & sanitary connections
- Removal of all trees, pavement, retaining walls, etc. outside building footprint
- Removal of entire building structure, including all footings & foundation below grade
- Finish grading to uniform elevation & final cleanup of site
 - ✓ *No import of fill is included. It is assumed DeLong will grade and "clean up" site with existing fill available onsite after demolition is complete*

EXCLUSIONS:

- ✓ Asbestos notification, inspection or abatement as required prior to demolition
- ✓ Private utility locates. DeLong responsible for Iowa OneCall only
- ✓ Seed, fertilizer or straw mulch of site after demolition. Assume site construction to begin directly after demolition.
- ✓ Electric or gas disconnection. Assume this has already occurred prior to demolition.

NOTES:

DeLong will attempt to leave existing sidewalks adjacent to streets at back of curb in place, however DeLong is not responsible for any damage or replacement of these sidewalks due to demolition practices.

Quote is good for 30 days.

If you have questions or need additional information, please let me know. We appreciate the opportunity to quote you on this project.

Sincerely,

Kyle Johnson
Estimator
DeLong Construction, Inc.

Re: Fw: FW: Captain's Table Sample Results

Wuehr, Tom <tom.wuehr@dnr.iowa.gov>

Thu 4/7/2022 12:21 PM

To: Jeff Hazelett <JeffHsellsrealestate@hotmail.com>

Thank you, Jeff
Greatly appreciated!

Tom Wuehr

On Thu, Apr 7, 2022 at 12:11 PM Jeff Hazelett <JeffHsellsrealestate@hotmail.com> wrote:
Tom,

thank you for the call today. Attached is the report you requested.

Thanks Jeff



Jeff Hazelett
Broker Associate
Elliott Realty Group
107 South Marion Ave.
Washington, Iowa 52353
Cell 319-461-4810



IOWA DEPARTMENT OF NATURAL RESOURCES
Leading Iowans in Caring for Our Natural Resources



RYAN STOUER
Environmental Specialist Senior
Field Services and Compliance Bureau
P 319-653-2136 | F 319-653-2856
C 319-461-5090
ryan.stouder@dnr.iowa.gov
www.iowa.dnr.gov

Field Office 6, 1023 W Madison St., Washington, IA 52353-1623



www.iowadnr.gov

Tom Wuehr Asbestos
NESHAP Coordinator
Air Quality Bureau
Iowa Department of
Natural Resources
P: 515-725-9576
tom.wuehr@dnr.iowa.gov
502 E. 9th Street, Des
Moines, IA 50319



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
http://www.EMSL.com / chicago@emsl.com

EMSL Order: 261804278
Customer ID: IOWA51
Customer PO: 1802148
Project ID:

Attention: James Zimmer
Iowa Illinois Taylor Insulation
3205 West 76th Street
Davenport, IA 52806
Phone: (563) 391-8100
Fax: (563) 823-2055
Received Date: 05/02/2018 9:40 AM
Analysis Date: 05/05/2018 - 05/07/2018
Collected Date: 04/30/2018
Project: Captain's Table Bldg.

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
001WG1 261804278-0001	House Attic Window - White Window Glazing	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
002WG2 261804278-0002	House 2nd Floor East Window - White Window Glazing	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
003WG3 261804278-0003	House 2nd Floor West Window - White Window Glazing	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
004CJC1 261804278-0004	House Attic Ceiling - White Joint Compound	White Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
005CB1 261804278-0005	House Attic Ceiling - White Board	White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
006TP1 261804278-0006	House 2nd Floor Kitchen Floor - Black Tar Paper	Brown/Black Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
007CTX1 261804278-0007	House 2nd Floor NW Dining Ceiling - White Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
008CT1 261804278-0008	House 2nd Floor NW Kitchen Ceiling - White 12" x 12" Ceiling Tile	White Fibrous Homogeneous	60% Cellulose 10% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
009PL1 261804278-0009	House 2nd Floor NW Kitchen Ceiling - Grey Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
010PSC1 261804278-0010	House 2nd Floor NW Kitchen Ceiling - White Plaster Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
011PL2 261804278-0011	House 2nd Floor Hallway Wall - Grey Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
012PSC2 261804278-0012	House 2nd Floor Hallway Wall - White Plaster Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
015RS1 261804278-0013	House East Porch Roof - Grey Roof Sealant	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
016RF1 261804278-0014	House East Porch Roof - Grey & Black Roof Field	Black/Silver Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
017RS2 261804278-0015	House East Porch Roof - Grey Roof Sealant	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected

Initial report from: 05/07/2018 13:18:54



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EMSL Order: 261804278
Customer ID: IOWA51
Customer PO: 1802148
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
018RF2 261804278-0016	House East Porch Roof - Grey & Black Roof Field	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
019RS3 261804278-0017	House South Porch Roof - Grey Roof Sealant	Black/Silver Non-Fibrous Homogeneous		98% Non-fibrous (Other)	4% Chrysotile
020RF3 261804278-0018	House South Porch Roof - Grey & Black Roof Sealant	Black Non-Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
021CT1 261804278-0019	House 1st Floor Dining Ceiling - Off White 12" x 12" Ceiling Tile	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
022CT2 261804278-0020	House 1st Floor Dining Ceiling - Off White 12" x 12" Ceiling Tile	Tan Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
023CT3 261804278-0021	House 1st Floor Dining Ceiling - Off White 12" x 12" Ceiling Tile	White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
024CTX1 261804278-0022	House 1st Floor South Dining Ceiling - White Popcorn Ceiling Texture	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
026CTX2 261804278-0023	House 1st Floor South Dining Ceiling - White Popcorn Ceiling Texture				Positive Stop (Not Analyzed)
026CTX3 261804278-0024	House 1st Floor South Dining Ceiling - White Popcorn Ceiling Texture				Positive Stop (Not Analyzed)
027WTX1 261804278-0025	House 1st Floor Dining Wall - White Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
028WTX2 261804278-0026	House 1st Floor Dining Wall - White Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
029WTX3 261804278-0027	House 1st Floor Dining Wall - White Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
030CT1 261804278-0028	Annex 1st Floor Dining Ceiling - White 2' x 4' Ceiling Tile	Tan/White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
031CT2 261804278-0029	Annex 1st Floor Dining Ceiling - White 2' x 4' Ceiling Tile	Tan/White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
032CT3 261804278-0030	Annex 1st Floor Dining Ceiling - White 2' x 4' Ceiling Tile	White Non-Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
033CP1 261804278-0031	Annex 1st Floor Bar Roof - Red & Black Corrugated Roof Panel	Red/Black Non-Fibrous Homogeneous	90% Cellulose	70% Non-fibrous (Other)	None Detected

Initial report from: 05/07/2018 13:18:54



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EMSL Order: 261804278
Customer ID: IOWA51
Customer PO: 1802148
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
034CP2 261804278-0032	Annex 1st Floor Dining Roof - Red & Black Corrugated Roof Panel	Red/Black Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
035CP3 261804278-0033	Annex SW Exterior Roof - Red & Black Corrugated Roof Panel	Black Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
036PA1 261804278-0034	Annex 1st Floor Kitchen Wall - Yellow Panel Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
037PA2 261804278-0035	Annex 1st Floor Kitchen Wall - Yellow Panel Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
038PA3 261804278-0036	Annex 1st Floor Kitchen Wall - Yellow Panel Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
039DW1 261804278-0037	Annex 1st Floor Dining Wall - White Drywall	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
040DW2 261804278-0038	Annex 1st Floor Dining Wall - White Drywall	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
041DW3 261804278-0039	Annex 1st Floor Dining Wall - White Drywall	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
042PI1 261804278-0040	House Basement - Grey Pipe Insulation	Gray Fibrous Homogeneous		40% Non-fibrous (Other)	60% Chrysotile
043PI2 261804278-0041	House Basement - Grey Pipe Insulation				Positive Stop (Not Analyzed)
044PI3 261804278-0042	House Basement - Grey Pipe Insulation				Positive Stop (Not Analyzed)
045MJF1 261804278-0043	House Basement - Grey Mud Joint Fitting	Tan Fibrous Homogeneous		60% Non-fibrous (Other)	40% Chrysotile
046MJF2 261804278-0044	House Basement - Grey Mud Joint Fitting				Positive Stop (Not Analyzed)
047MJF3 261804278-0045	House Basement - Grey Mud Joint Fitting				Positive Stop (Not Analyzed)
048LN1 261804278-0046	House Basement West Restroom Floor - Beige Square Pattern Linoleum	Tan Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
049DJT 261804278-0047	Annex Basement Dining - Black Duct Joint Tape	Tan/Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
050DJT2 261804278-0048	Annex Basement Dining - Black Duct Joint Tape	Tan/Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
051DJT3 261804278-0049	Annex Basement Dining - Black Duct Joint Tape	Tan/Black Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected

Initial report from: 05/07/2018 13:18:54



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http://www.EMSL.com / chicagolab@emsl.com

EMSL Order: 261804278
Customer ID: IOWA51
Customer PO: 1802148
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
052CT1 <i>261804278-0050</i>	Annex Basement Dining - White 2' x 4' Ceiling Tile	Tan/White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
053CT2 <i>261804278-0051</i>	Annex Basement Dining - White 2' x 4' Ceiling Tile	White Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
054CT3 <i>261804278-0052</i>	Annex Basement Dining - White 2' x 4' Ceiling Tile	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
055RS1 <i>261804278-0053</i>	Annex West Roof Vent - Black Roof Sealant	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
056GS1 <i>261804278-0054</i>	House West Gutter - Black Gutter Sealant	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
057RF1 <i>261804278-0055</i>	House West Flat Roof - Black Roof Field	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
058WG1 <i>261804278-0056</i>	Annex Window - White Window Glazing	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
013PL3 <i>261804278-0057</i>	House 2nd Floor SW Bedroom Ceiling - Grey Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
014PSC3 <i>261804278-0058</i>	House 2nd Floor SW Bedroom Ceiling - White Plaster Skim Coat	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Brian Jolly (13)
Christine Stouffer (30)
Dahlia Zyhowski (8)

James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200389-0

Initial report from: 05/07/2018 13:18:54

Forensic
Engineering

Structural
Engineering

Civil
Engineering

Municipal
Engineering

Mechanical/
Electrical
Engineering

Land Surveying

Construction
Layout

Construction
Inspection

Environmental
Consulting

Wetlands
Delineation/
Mitigation



Captain's Table Building Washington, IA

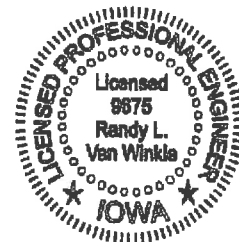
I hereby certify that this document was prepared by me and the related engineering work was performed by me or under my direct personal supervision and that I am a duly Licensed Engineer under the laws of the State of Iowa.

Randy L. Van Winkle

03/09/18

Randy L. Van Winkle, P.E. Reg. #9675
My license renewal date is December 31, 2018

Date



subfloor has several areas that appeared to be soft and likely have decayed due to the persistent presence of water from the roof leaks. It is likely that portions of the second-floor subfloor will also require replacement.

The first-floor interior finishes were not in as bad condition. However, it was noted that water staining was present on many of the ceilings of the first floor. There were also areas of water damage noted on the first-floor carpets. Photographs 28 through 30 show significant water damage in the second-floor level.

The lower level of the original building was not finished. The lower level in the west addition was finished, however, and has significant water damage and widespread infestations of mold, including black mold. The walls, ceilings, and floor coverings in the lower level will all require significant remediation of mold colonies. It is therefore recommended that both levels of the interior finishes be removed down to the studs.

SUMMARY

There are a number of significant issues that will need to be addressed if this building is to be restored. There is lead paint present on the walls of the second-floor level. Asbestos was discovered in the pipe wrap in the lower level, and there are large areas for which mold remediation will be required in the west addition of the building. Each of these will be costly to perform and will require disposal of the materials in a landfill that accepts hazardous waste. All of the interior finishes are in very poor condition and will need to be completely removed and replaced. The roof is in very poor condition, and will need to be completely replaced, including the roof deck on the original house, and portions of the roof deck on the addition.

Probably the worst defect in this building is the foundation walls. There is clear evidence of that significant foundation settlements have occurred in the east and south walls. Because the foundations are structural clay tile masonry, it will not be possible to stabilize these walls or bring them back to their original elevation. It is

recommended therefore that the east and south basement walls in the original house be removed in their entirety and be replaced with poured concrete walls. This will require significant temporary shoring and staged replacement of these walls with reinforced concrete basement walls.

Another concern is that there is an abandoned fuel oil tank on the property that may require environmental remediation due to leaking.

While it would be possible to save and restore this building, it will be extremely expensive to do so. It would actually be cheaper to construct an entirely new structure similar to the existing building than it would be to save the existing walls and foundations. It is therefore recommended that serious consideration be given to demolishing this structure. A very rough (rule of thumb) estimate for the cost of the require remediation and repairs to this structure would be 1.5 to 2 million dollars. If you have any further questions concerning this report or our final recommendations, please do not hesitate to contact me by phone or by email. Thank you for the opportunity to have been of service.



ORDINANCE NO. ____

AN ORDINANCE RE-ZONING THE PROPERTY GENERALLY REFERRED TO AS COUNTRY CLUB SUBDIVISION, PLAT 1.

WHEREAS, the owners of the property generally referred to as Country Club Subdivision – Plat 1, petitioned the City to change its zoning designation from Agricultural District to R-2 One-and-Two Family Residence District and R-3 One-to-Six Family Residence District; and

WHEREAS, the Washington Planning and Zoning Commission has recommended the City Council approve said rezoning request for the Properties; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of Washington is hereby amended to show the following zoning designations:

Lot 1, Country Club Subdivision – Plat 1	R-3 One-to-Six Family Residence District
Lots 2-31, Country Club Subdivision – Plat 1	R-2 One-and-Two Family Residence Dist.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

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

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

Passed and approved this ____ day of _____, 2022.

Read First Time: June 21, 2022
Read Second Time:
Read Third Time:

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT FOR CERTAIN INFRASTRUCTURE FOR THE COUNTRY CLUB VIEW/MSJ SUBDIVISION

The City Council of the City of Washington, Iowa, will hold a public hearing at 6:00 p.m. on Tuesday, July 5, 2022 in the Washington City Council Chambers at 215 E. Washington Street in the Washington. Said public hearing shall be to consider the approval of the plans, specifications, estimate of cost and form of contract for certain infrastructure for the Country Club View/MSJ Subdivision (the "Project"). All interested persons are invited to attend and be heard on the proposed plans, specifications, estimate of cost and form of contract for said Project. Further information on this matter may be obtained by contacting the Washington City Clerk.

/s/Sally Y. Hart, City Clerk,
by direction of the City Council

SPECIALTIONS


PLANS AND SPECIFICATIONS

**COUNTRY CLUB VIEW SUBDIVISION
PLAT 1**

**PAVING, WATER MAIN, SANITARY SEWER
AND STORM SEWER**

WASHINGTON, IOWA

PLANS AND SPECIFICATIONS FOR
COUNTRY CLUB VIEW SUBDIVISION
PLAT 1
PAVING, WATER MAIN, SANITARY SEWER,
AND STORM SEWER
WASHINGTON, IOWA

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.</p> <p style="text-align: center;"><i>Jack Pope</i> _____ <u>6-10-2022</u></p> <p>Jack Pope, P.E. Date</p> <p>License Number: 11715 My license renewal date is December 31, 2023.</p> <p>Pages or sheets covered by this seal: _____ All pages</p>
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Prepared by
GARDEN & ASSOCIATES, LTD.
1701 3rd Avenue East, Suite 1 – P.O. Box 451
Oskaloosa, IA 52577
641-672-2526

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**COUNTRY CLUB VIEW SUBDIVISION
PLAT 1**

**PAVING, WATER MAIN, SANITARY SEWER,
AND STORM SEWER**

WASHINGTON, IOWA

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NOTICE TO BIDDERS

COUNTRY CLUB VIEW SUBDIVISION PLAT 1 PAVING, WATER MAIN, SANITARY SEWER, AND STORM SEWER WASHINGTON, IOWA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before **11:00 A.M. on July 13, 2022**, in the office of the City Clerk, City Hall, City of Washington, 215 E. Washington Street, Washington, Iowa 52353.

Time and Place Sealed Proposals will be Opened and Considered. Sealed proposals will be opened and bids tabulated at **11:00 A.M. on July 13, 2022**, in the office of the City Clerk, 215 E. Washington Street, Washington, Iowa, for consideration by the City of Washington at its meeting at **6:00 P.M. on Tuesday, July 19, 2022** in the Council Chamber, City Hall, 215 E. Washington Street, Washington, Iowa. The City of Washington reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall be commenced immediately upon issuance of a written Notice to Proceed and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in form acceptable to the City, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the City. The bid shall contain no condition except as provided in the specifications.

Contract Documents. Bid forms, plans and specifications may be obtained from Garden & Associates, Ltd., P.O. Box 451, 1701 3rd Avenue East, Suite 1, Oskaloosa, IA 52577 upon deposit of **Seventy-Five Dollars (\$75.00)** which shall be refunded upon return of said plans and specification within fourteen (14) days after award of the project. If said plans and specifications are not returned within the time specified and in good usable condition, the deposit shall be forfeited.

Electronic project documents are available at no cost at www.gardenassociates.net by clicking on the "Bid Documents" tab and choosing "COUNTRY CLUB VIEW SUBDIVISION – PLAT 1 – WASHINGTON, IOWA" on the left side of the page. Project information, Engineer's cost opinion and plan holder information is also available at this website. Plan downloads require the user to register for a free membership at QuestCDN.com. The download delivery fee is \$0.00.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, materialmen, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown

and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident

General Nature of Improvement. The work generally consists of the following:

Division 1:

Clearing and Grubbing - Lump Sum; Excavation, Class 10 - 7,625 CY; Subgrade Preparation (12" Thick) - 7,620 SY; Subbase, Modified - 6,835 SY; Compaction Testing - Lump Sum; Subbase, Class 'A' - 345 SY; Trench Foundation - 50 TON; Trench Compaction Testing - Lump Sum; Sanitary Sewer Gravity Main, Trenched, PVC, 8" - 2,330 LF; Sanitary Sewer Force Main, Trenched, PVC, 2" - 65 LF; Sanitary Sewer Service Stub, PVC, 4" - 1,455 LF; Storm Sewer, Trenched, RCP, 12" - 28 LF; Storm Sewer, Trenched, RCP or C900 PVC, 12" - 22 LF; Storm Sewer, Trenched, RCP, 15" - 42 LF; Storm Sewer, Trenched, 15" - 765 LF; Storm Sewer, Trenched, 24" - 731 LF; Storm Sewer, Trenched, 30" - 140 LF; Pipe Apron, All Types, 15" - 3 EA; Pipe Apron, All Types, 30" - 1 EA; Pipe Apron Guard (30" Apron) - 1 EA; Subdrain (Longitudinal), 4" - 3,410 LF; Footing Drain Collector, PVC of HDPE, 8" - 1,030 LF; Footing Drain Cleanout, 8" - 5 EA; Subdrain Outlets and Connections, 4" or 6" - 12 EA; Footing Drain Outlets and Connections, 8" - 4 EA; Water Main, Trenched, C900 PVC, 4" - 90 LF; Water Main, Trenched, C900 PVC, 8" - 2,060 LF; Water Service Pipe, Trenched, Type K Copper, 1" - 1,625 LF; Water Service Corporation, 1" - 40 EA; Water Service Curb Stop and Box, 1" - 40 EA; Gate Valve, 8" - 8 EA; Fire Hydrant Assembly - 5 EA; Water Main Connection No. 1 - Lump Sum; Water Main Connection No. 2 - Lump Sum; Water Meter Pit - Lump Sum; Manhole, SW-301, 48" Dia. - 9 EA; Manhole, SW-401, 48" Dia. - 1 EA; Manhole, SW-401, 60" Dia. - 1 EA; Intake, SW-501 - 4 EA; Intake, SW-502 48" Dia. - 4 EA; Intake, SW-503 - 3 EA; Internal Drop Connection - 1 EA; Intake, SW-512, Case 1 18" Riser or PVC Area Drain - 1 EA; Pavement, PCC, 7" Thick - 6,345 SY; PCC Pavement Samples and Testing - Lump Sum; Driveway, Granular (Class 'A') - 75 TON; Driveway, Granular (Macadam Stone Base) - 75 TON; Pavement Removal - 200 SY; Temporary Traffic Control - Lump Sum; Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Lump Sum; SWPPP Preparation - Lump Sum; SWPPP Management - Lump Sum; Rip Rap, Class D - 40 TON; Silt Fence - 1,200 LF; Silt Fence, Removal of Sediment - 1,200 LF; Silt Fence, Removal of Device - 1,200 LF; and Mobilization - Lump Sum.

Division 2:

Trench Foundation - 20 TONS; Sanitary Sewer Gravity Main, Trenched, PVC, 8" - 16 LF; Sanitary Sewer Gravity Main, Trenchless, 8" - 510 LF; Manhole, SW-301, 48" Dia. - 2 EA; Connection to Existing Manhole - 1 EA; Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Lump Sum; Mobilization - Lump Sum.

Building materials, supplies, and equipment incorporated into said improvement are exempt from Iowa Department of Revenue and Finance sales tax and any applicable local option sales tax and school infrastructure local option sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). Bidder shall not include payment of Iowa sales tax in Bid. Jurisdiction will provide Purchasing Agent Authorization Letter and Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate. Contractor will coordinate sales tax exempt purchases with subcontractors and material and equipment suppliers. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the Jurisdiction. Before final payment is made, the Contractor shall file with the Jurisdiction lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

Liquidated damages in the amount of **Seven Hundred 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 with due allowance for extension of contract period due to conditions beyond the control of the Contractor.

Successful Bidder will be required to furnish Performance, Payment and Maintenance Bond acceptable to the City of Washington on the form provided in the specifications in amounts equal to one hundred percent (100%) of the contract price.

Award of the contract will be to the lowest responsive, responsible, qualified bidder submitting the lowest acceptable bid. One contract will be awarded for project; bidder must bid on both divisions. The City of Washington hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be for the best interest of the City of Washington. A bidder shall not withdraw its proposal for a period of sixty (60) calendar days after the date designated for opening of proposals.

The work under the proposed contract shall be fully completed and ready for final payment in **120 working days**. It is anticipated the Notice to Proceed will be issued on or around August 1, 2022.

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

Jaron Rosien, Mayor
City of Washington, Iowa

ATTEST:

Sally Hart, City Clerk

NOTICE OF PUBLIC HEARING

COUNTRY CLUB VIEW SUBDIVISION PLAT 1 PAVING, WATER MAIN, SANITARY SEWER, AND STORM SEWER WASHINGTON, IOWA

The City Council of Washington, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of certain improvements and work incidental thereto described in general as "Country Club View Subdivision - Plat 1 - Washington, Iowa" and as described in detail in the Plans and Specifications for said improvements now on file in the office of the City Clerk.

The public hearing will be held at 6:00 P.M. on Tuesday, July 5, 2022, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa in accordance with the provisions of Chapter 384, Code of Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project

The description of work is generally as follows:

Division 1:

Clearing and Grubbing - Lump Sum; Excavation, Class 10 - 7,625 CY; Subgrade Preparation (12" Thick) - 7,620 SY; Subbase, Modified - 6,835 SY; Compaction Testing - Lump Sum; Subbase, Class 'A' - 345 SY; Trench Foundation - 50 TON; Trench Compaction Testing - Lump Sum; Sanitary Sewer Gravity Main, Trenched, PVC, 8" - 2,330 LF; Sanitary Sewer Force Main, Trenched, PVC, 2" - 65 LF; Sanitary Sewer Service Stub, PVC, 4" - 1,455 LF; Storm Sewer, Trenched, RCP, 12" - 28 LF; Storm Sewer, Trenched, RCP or C900 PVC, 12" - 22 LF; Storm Sewer, Trenched, RCP, 15" - 42 LF; Storm Sewer, Trenched, 15" - 765 LF; Storm Sewer, Trenched, 24" - 731 LF; Storm Sewer, Trenched, 30" - 140 LF; Pipe Apron, All Types, 15" - 3 EA; Pipe Apron, All Types, 30" - 1 EA; Pipe Apron Guard (30" Apron) - 1 EA; Subdrain (Longitudinal), 4" - 3,410 LF; Footing Drain Collector, PVC of HDPE, 8" - 1,030 LF; Footing Drain Cleanout, 8" - 5 EA; Subdrain Outlets and Connections, 4" or 6" - 12 EA; Footing Drain Outlets and Connections, 8" - 4 EA; Water Main, Trenched, C900 PVC, 4" - 90 LF; Water Main, Trenched, C900 PVC, 8" - 2,060 LF; Water Service Pipe, Trenched, Type K Copper, 1" - 1,625 LF; Water Service Corporation, 1" - 40 EA; Water Service Curb Stop and Box, 1" - 40 EA; Gate Valve, 8" - 8 EA; Fire Hydrant Assembly - 5 EA; Water Main Connection No. 1 - Lump Sum; Water Main Connection No. 2 - Lump Sum; Water Meter Pit - Lump Sum; Manhole, SW-301, 48" Dia. - 9 EA; Manhole, SW-401, 48" Dia. - 1 EA; Manhole, SW-401, 60" Dia. - 1 EA; Intake, SW-501 - 4 EA; Intake, SW-502 48" Dia. - 4 EA; Intake, SW-503 - 3 EA; Internal Drop Connection - 1 EA; Intake, SW-512, Case 1 18" Riser or PVC Area Drain - 1 EA; Pavement, PCC, 7" Thick - 6,345 SY; PCC Pavement Samples and Testing - Lump Sum; Driveway, Granular (Class 'A') - 75 TON; Driveway, Granular (Macadam Stone Base) - 75 TON; Pavement Removal - 200 SY; Temporary Traffic Control - Lump Sum; Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Lump Sum; SWPPP Preparation - Lump Sum; SWPPP Management - Lump Sum; Rip Rap, Class D - 40 TON; Silt Fence - 1,200 LF; Silt Fence, Removal of Sediment - 1,200 LF; Silt Fence, Removal of Device - 1,200 LF; and Mobilization - Lump Sum.

Division 2:

Trench Foundation – 20 TONS; Sanitary Sewer Gravity Main, Trenched, PVC, 8” – 16 LF; Sanitary Sewer Gravity Main, Trenchless, 8” – 510 LF; Manhole, SW-301, 48” Dia. – 2 EA; Connection to Existing Manhole – 1 EA; Hydraulic Seeding, Seeding, Fertilizing, and Mulching – Lump Sum; Mobilization – Lump Sum.

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

Jaron Rosien, Mayor
City of Washington, Iowa

ATTEST:

Sally Hart, City Clerk

This Notice published in the Washington Evening Journal.

Bid Date: July 13, 2022
Time: 11:00 A.M.

INSTRUCTIONS TO BIDDERS

Project Name COUNTRY CLUB VIEW SUBDIVISION – PLAT 1
PAVING, WATER MAIN, SANITARY SEWER, AND STORM SEWER
WASHINGTON, IOWA

The work comprising the above referenced project shall be constructed in accordance with the 2022 edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the City of Washington, Iowa. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the City of Washington, Iowa. "Miscellaneous Bank Checks", and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the City of Washington, Iowa, at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the City of Washington, Iowa prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid

proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the City of Washington, Iowa provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 845-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commission is including on the following page and can be used to assist Bidders in completing the Bidder Status Form.

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:

**COUNTRY CLUB VIEW SUBDIVISION
PLAT 1
PAVING, WATER MAIN, SANITARY SEWER, AND STORM SEWER
WASHINGTON, IOWA**

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 **120 working days** and to pay liquidated damages for noncompliance with said completion provisions at the rate of Seven Hundred 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.	

PROPOSAL: PART G – IDENTITY OF BIDDER

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

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

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

Number _____ - _____

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

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

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

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

Name

Title

PROPOSAL

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

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

DIVISION 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1 2010-C	Clearing and Grubbing	LS 1	\$ _____	\$ _____
2 2010-E	Excavation, Class 10	CY 7,625	\$ _____	\$ _____
3 2010-G	Subgrade Preparation (12" Thick)	SY 7,620	\$ _____	\$ _____
4 2010-I	Subbase, Modified	SY 6,835	\$ _____	\$ _____
5 2010-L	Compaction Testing	LS 1	\$ _____	\$ _____
6 2999-A	Subbase, Class 'A'	SY 345	\$ _____	\$ _____
7 3010-C	Trench Foundation	TON 50	\$ _____	\$ _____
8 3010-F	Trench Compaction Testing	LS 1	\$ _____	\$ _____
9 4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF 2,330	\$ _____	\$ _____
11 4010-C-1	Sanitary Sewer Force Main, Trenched, PVC, 2"	LF 65	\$ _____	\$ _____
12 4010-E	Sanitary Sewer Service Stub, PVC, 4"	LF 1,455	\$ _____	\$ _____
13 4020-A-1	Storm Sewer, Trenched, RCP, 12"	LF 28	\$ _____	\$ _____
14 4020-A-1	Storm Sewer, Trenched, RCP or C900 PVC, 12"	LF 22	\$ _____	\$ _____
15 4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF 42	\$ _____	\$ _____
16 4020-A-1	Storm Sewer, Trenched, 15"	LF 765	\$ _____	\$ _____
17 4020-A-1	Storm Sewer, Trenched, 24"	LF 731	\$ _____	\$ _____
18 4020-A-1	Storm Sewer, Trenched, 30"	LF 140	\$ _____	\$ _____
19 4030-B	Pipe Apron, All Types, 15"	EA 3	\$ _____	\$ _____
20 4030-B	Pipe Apron, All Types, 30"	EA 1	\$ _____	\$ _____
21 4030-D	Pipe Apron Guard (30" Apron)	EA 1	\$ _____	\$ _____
22 4040-A	Subdrain (Longitudinal), 4"	LF 3,410	\$ _____	\$ _____
23 4040-B	Footing Drain Collector, PVC or HDPE, 8"	LF 1,030	\$ _____	\$ _____
24 4040-C	Footing Drain Cleanout, 8"	EA 5	\$ _____	\$ _____
25 4040-D	Subdrain Outlets and Connections, 4" or 6"	EA 12	\$ _____	\$ _____
26 4040-D	Footing Drain Outlets and Connections, 8"	EA 4	\$ _____	\$ _____
27 5010-A-1	Water Main, Trenched, C900 PVC, 4"	LF 90	\$ _____	\$ _____
28 5010-A-1	Water Main, Trenched, C900 PVC, 8"	LF 2,060	\$ _____	\$ _____
29 5010-E-1	Water Service Pipe, Trenched, Type K Copper, 1"	LF 1,625	\$ _____	\$ _____
30 5010-E-2	Water Service Corporation, 1"	EA 40	\$ _____	\$ _____
31 5010-E-3	Water Service Curb Stop and Box, 1"	EA 40	\$ _____	\$ _____
32 5020-A	Gate Valve, 8"	EA 8	\$ _____	\$ _____
33 5020-E	Fire Hydrant Assembly	EA 5	\$ _____	\$ _____
34 5999-A	Water Main Connection No. 1	LS 1	\$ _____	\$ _____

Continued

35 5999-A	Water Main Connection No. 2	LS	1	\$	_____	\$	_____
36 5999-A	Water Meter Pit	LS	1	\$	_____	\$	_____
37 6010-A	Manhole, SW-301, 48" Dia.	EA	9	\$	_____	\$	_____
38 6010-A	Manhole, SW-401, 48" Dia.	EA	1	\$	_____	\$	_____
39 6010-A	Manhole, SW-401, 60" Dia.	EA	1	\$	_____	\$	_____
40 6010-B	Intake, SW-501	EA	4	\$	_____	\$	_____
41 6010-B	Intake, SW-502 48" Dia.	EA	4	\$	_____	\$	_____
42 6010-B	Intake, SW-503	EA	3	\$	_____	\$	_____
43 6010-C-1	Internal Drop Connection	EA	1	\$	_____	\$	_____
45 6999-A	Intake, SW-512, Case 1 18" Riser or PVC Area Drain	EA	1	\$	_____	\$	_____
46 7010-A	Pavement, PCC, 7" Thick	SY	6,345	\$	_____	\$	_____
47 7010-I	PCC Pavement Samples and Testing	LS	1	\$	_____	\$	_____
48 7030-H-2	Driveway, Granular (Class 'A')	TON	75	\$	_____	\$	_____
49 7030-H-2	Driveway, Granular (Macadam Stone Base)	TON	75	\$	_____	\$	_____
50 7040-H	Pavement Removal	SY	200	\$	_____	\$	_____
51 8030-A	Temporary Traffic Control	LS	1	\$	_____	\$	_____
52 9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	LS	1	\$	_____	\$	_____
53 9040-A-1	SWPPP Preparation	LS	1	\$	_____	\$	_____
54 9040-A-2	SWPPP Management	LS	1	\$	_____	\$	_____
55 9040-J-0	Rip Rap, Class D	TON	40	\$	_____	\$	_____
56 9040-N-1	Silt Fence	LF	1,200	\$	_____	\$	_____
57 9040-N-2	Silt Fence, Removal of Sediment	LF	1,200	\$	_____	\$	_____
58 9040-N-3	Silt Fence, Removal of Device	LF	1,200	\$	_____	\$	_____
59 11,020-A	Mobilization	LS	1	\$	_____	\$	_____
DIVISION 1 TOTAL BID						\$	_____

DIVISION 2

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
7 3010-C	Trench Foundation	TON	20	\$ _____ \$ _____
9 4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	16	\$ _____ \$ _____
10 4010-A-2	Sanitary Sewer Gravity Main, Trenchless, 8"	LF	510	\$ _____ \$ _____
37 6010-A	Manhole, SW-301, 48" Dia.	EA	2	\$ _____ \$ _____
44 6010-G	Connection to Existing Manhole	EA	1	\$ _____ \$ _____
52 9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	LS	1	\$ _____ \$ _____
59 11,020-A	Mobilization	LS	1	\$ _____ \$ _____
DIVISION 2 TOTAL BID				\$ _____

TOTAL DIVISION 1 & DIVISION 2 BID \$ _____

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

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:

- Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal,
and _____, as Surety, are
held and firmly bound unto The City of Washington, Iowa, as Obligee, (hereinafter referred to as
the Jurisdiction), in the penal sum of _____
dollars (\$ _____),
lawful money of the United States, for which payment said Principal and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these
presents.

The condition of the above obligation is such that whereas the Principal has submitted to the
Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into
a contract in writing, for the following described improvements;

**COUNTRY CLUB VIEW SUBDIVISION
PLAT 1
PAVING, WATER MAIN, SANITARY SEWER AND STORM SEWER
WASHINGTON, IOWA**

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in
no way impaired or affected by any extension of the time within which Jurisdiction may accept
such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree
that the venue thereof shall be Washington County, State of Iowa. If legal action is required by the
Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the
monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to
pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the
provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be
cumulative and not alternative and shall be in addition to all rights, powers and remedies given to
the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed
hereunder whether action is brought against Principal or whether Principal is joined in any such
action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter
into a contract with the Jurisdiction in accordance with the terms of such proposal, including the
provision of insurance and of a bond as may be specified in the contract documents, with good and
sufficient surety for the faithful performance of such contract, for the prompt payment of labor and
material furnished in the prosecution thereof, and for the maintenance of said improvements as
may be required therein, then this obligation shall become null and void; otherwise, the Principal
shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's
fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

	_____ Surety Company		_____ Bidder
By	_____ Signature Attorney-in-Fact/Officer	By	_____ Signature
	_____ Name of Attorney-in-Fact/Officer		_____ Name (Print/Type)
	_____ Company Name		_____ Title
	_____ Company Address		_____ Address
	_____ City, State, Zip Code		_____ City, State, Zip Code
	_____ Company Telephone Number		_____ Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

NOTICE OF AWARD

Dated _____

TO: _____
(BIDDER)

ADDRESS: _____

Contract: _____

Project: _____

OWNER's Contract No. _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for _____

The Contract Price of your Contract is _____ Dollars (\$ _____).

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

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

1. Deliver to the "Jurisdiction" three (3) fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature.]
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Notice to Bidders and Public Hearing and General Provisions and Covenants.

CONTRACT

CONTRACT NO. _____

DATE _____

THIS CONTRACT, made and entered into at Washington, Iowa this ___ day of _____, 2022, by and between the City of Washington, Iowa, hereinafter called the "Jurisdiction", and _____, hereinafter called the "Contractor".

WITNESSETH:

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

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

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The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction. Work shall be fully complete and ready for final payment within 120 working days. Liquidated damages in the amount of Seven Hundred 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 _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

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

2. Out-of-State Contractors:

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

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

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

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
TOTAL CONSTRUCTION COST				\$ _____

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

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

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

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WASHINGTON, IOWA**

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

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

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

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the "Jurisdiction" is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the "Jurisdiction" reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the "Jurisdiction" all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

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

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

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

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

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

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

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

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it

has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

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

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

Surety Countersigned By:

PRINCIPAL:

Contractor

By: _____

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

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

SUPPLEMENTARY CONDITIONS

Supplementary Conditions

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

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

SECTION 1010 - DEFINITIONS

Section 1.03 Definitions and Terms.

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

SECTION 1020 – PROPOSAL REQUIREMENTS AND CONDITIONS

Add the following new paragraph immediately following paragraph 1.04 E:

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

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

SECTION 1050 – CONTROL OF WORK

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

- “E. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Jurisdiction, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Jurisdiction a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Jurisdiction informed of the progress of the Work and will endeavor to guard Jurisdiction against defective Work.
- F. If Jurisdiction and Engineer have agreed that Engineer will furnish an authorized representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such authorized representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Section 1050 1.01 E. above. If Jurisdiction designates another representative or agent to represent Jurisdiction at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.
- G. Neither Engineer’s authority or responsibility under this Section or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- H. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- I. The limitations upon authority and responsibility set forth in this Section 1050 1.01 E. above shall also apply to the authorized representative, if any.”

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

- “3. Number of copies of submittals required: 5.
4. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review of that submittal, and that Contractor approves the submittal.
5. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.”

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

- “C. Engineer’s Review:
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’s review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer’s review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer’s review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.
 5. Engineer’s review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 6. Neither Engineer’s receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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

SECTION 1070 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

- “a. Include the Jurisdiction **and Engineer** as an additional insured, per Section 1070, 3.06, B; and
- b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction **and Engineer.**”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO PROCEED

Dated: _____

TO: _____
(Contractor)

ADDRESS: _____

PROJECT: _____

JURISDICTION'S CONTRACT NO. _____

CONTRACT FOR _____

You are notified that the Contract Times under the above contract will commence to run on _____, 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 on or before _____, _____.

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

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

(Jurisdiction)

By: _____
(Authorized Signature)

(Title)

CHANGE ORDER

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

JURISDICTION _____

CONTRACTOR _____

Contract: _____

Project: _____

JURISDICTION's Contract No. _____ ENGINEER's Contract No. _____

ENGINEER _____

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ _____
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net Increase (Decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER(Authorized Signature)

By: _____
JURISDICTION(Authorized Signature)

By: _____
CONTRACTOR(Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractor of America and the Construction Specifications Institute.

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, _____
Name of Manufacturer, Materialman, or Subcontractor

has furnished to _____ the following:
Name of Contractor

_____ for use in the construction
Kind of Material and Services Furnished

of a project belonging to _____, and
designated as, _____
Name of Project

NOW, THEREFORE, the undersigned, _____,
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ _____, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,
or right to or claim of lien, on the above described project and premises, under any law, common
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the
undersigned to or for the account of said _____ for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this _____ day of _____, 20____.

Name of Manufacturer, Materialman, or Subcontractor

By: _____

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

DETAILED SPECIFICATION REQUIREMENTS

DETAILED SPECIFICATION REQUIREMENTS

Index

Part 1 General

- 1.01 Section Includes
- 1.02 Modifications and/or Addenda
- 1.04 Connection to Existing Water Main

Part 1 General

1.01 Section Includes

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

1.02 Modifications and/or Addenda

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

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

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

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

“B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

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

1.04 Connection to Existing Water Main

A. General:

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

B. Measurement and Payment:

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

C. Products:

1. Furnish products in accordance with the Specifications for Water Main Construction, and as listed on the plans.

D. Execution:

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

OPINION OF PROBABLE COST
 COUNTRY CLUB VIEW SUBDIVISION
 WASHINGTON, IOWA
 GA PROJECT NO. 7021200

5/26/2022

Div. 1 Item No.	Spec. No.	Item	Unit	Estimated Quantity	Unit Price	Extended Price
1	2010-C	Clearing and Grubbing	LS	1	\$75,000.00	\$75,000.00
2	2010-E	Excavation, Class 10	CY	7,625	\$6.00	\$45,750.00
3	2010-G	Subgrade Preparation (12" Thick)	SY	7,620	\$3.25	\$24,765.00
4	2010-I	Subbase, Modified	SY	6,835	\$12.00	\$82,020.00
5	2010-L	Compaction Testing	LS	1	\$5,000.00	\$5,000.00
6	2999-A	Subbase, Class 'A'	SY	345	\$12.00	\$4,140.00
7	3010-C	Trench Foundation	TON	50	\$50.00	\$2,500.00
8	3010-F	Trench Compaction Testing	LS	1	\$7,500.00	\$7,500.00
9	4020-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	2350	\$45.00	\$105,750.00
10	4010-C-1	Sanitary Sewer Force Main, Trenched, PVC, 2"	LF	65	\$40.00	\$2,600.00
11	4010-E	Sanitary Sewer Service Stub, PVC, 4"	LF	1455	\$40.00	\$58,200.00
12	4020-A-1	Storm Sewer, Trenched, RCP, 12"	LF	28	\$60.00	\$1,680.00
13	4020-A-1	Storm Sewer, Trenched, RCP or C900 PVC, 12"	LF	22	\$75.00	\$1,650.00
14	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	42	\$65.00	\$2,730.00
15	4020-A-1	Storm Sewer, Trenched, 15"	LF	765	\$50.00	\$38,250.00
16	4020-A-1	Storm Sewer, Trenched, 24"	LF	731	\$70.00	\$51,170.00
17	4020-A-1	Storm Sewer, Trenched, 30"	LF	140	\$80.00	\$11,200.00
18	4030-B	Pipe Apron, All Types, 15"	EA	3	\$1,250.00	\$3,750.00
19	4030-B	Pipe Apron, All Types, 30"	EA	1	\$1,500.00	\$1,500.00
20	4030-D	Pipe Apron Guard (30" Apron)	EA	1	\$650.00	\$650.00
21	4040-A	Subdrain (Longitudinal), 4"	LF	3410	\$9.50	\$32,395.00
22	4040-B	Footing Drain Collector, PVC of HDPE, 8"	LF	1030	\$20.00	\$20,600.00
23	4040-C	Footing Drain Cleanout, 8"	EA	5	\$500.00	\$2,500.00
24	4040-D	Subdrain Outlets and Connections, 4" or 6"	EA	12	\$450.00	\$5,400.00
25	4040-D	Footing Drain Outlets and Connections, 8"	EA	4	\$200.00	\$800.00
26	5010-A-1	Water Main, Trenched, C900 PVC, 4"	LF	90	\$50.00	\$4,500.00
27	5010-A-1	Water Main, Trenched, C900 PVC, 8"	LF	2060	\$42.00	\$86,520.00
28	5010-E-1	Water Service Pipe, Trenched, Type K Copper, 1"	LF	1625	\$30.00	\$48,750.00
29	5010-E-2	Water Service Corporation, 1"	EA	40	\$400.00	\$16,000.00
30	5010-E-3	Water Service Curb Stop and Box, 1"	EA	40	\$750.00	\$30,000.00
31	5020-A	Gate Valve, 8"	EA	8	\$2,250.00	\$18,000.00
32	5020-E	Fire Hydrant Assembly	EA	5	\$6,000.00	\$30,000.00
33	5999-A	Water Main Connection No. 1	LS	1	\$3,000.00	\$3,000.00
34	5999-A	Water Main Connection No. 2	LS	1	\$3,000.00	\$3,000.00
35	5999-A	Water Meter Pit	LS	1	\$3,500.00	\$3,500.00
36	6010-A	Manhole, SW-301, 48" Dia.	EA	9	\$5,000.00	\$45,000.00
37	6010-A	Manhole, SW-401, 48" Dia.	EA	1	\$5,000.00	\$5,000.00
38	6010-A	Manhole, SW-401, 60" Dia.	EA	1	\$6,000.00	\$6,000.00
39	6010-B	Intake, SW-501	EA	4	\$4,500.00	\$18,000.00
40	6010-B	Intake, SW-502 48" Dia.	EA	4	\$5,000.00	\$20,000.00
41	6010-B	Intake, SW-503	EA	3	\$6,000.00	\$18,000.00

Div. 1	Spec.	Item	Item	Unit	Estimated	Unit Price	Extended Price
Item No.	No.				Quantity		
42	6010-C-1	Internal Drop Connection	EA	1	\$1,500.00	\$1,500.00	
43	6999-A	Intake, SW-512, Case 1 18" Riser or PVC Area Drain	EA	1	\$2,500.00	\$2,500.00	
44	7010-A	Pavement, PCC, 7" Thick	SY	6345	\$55.00	\$348,975.00	
45	7010-I	PCC Pavement Samples and Testing	LS	1	\$5,000.00	\$5,000.00	
46	7030-H-2	Driveway, Granular (Class 'A')	TON	75	\$30.00	\$2,250.00	
47	7030-H-2	Driveway, Granular (Macadam Stone Base)	TON	75	\$35.00	\$2,625.00	
48	7040-H	Pavement Removal	SY	200	\$8.00	\$1,600.00	
49	8030-A	Temporary Traffic Control	LS	1	\$3,500.00	\$3,500.00	
50	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	LS	1	\$18,000.00	\$18,000.00	
51	9040-A-1	SWPPP Preparation	LS	1	\$3,000.00	\$3,000.00	
52	9040-A-2	SWPPP Management	LS	1	\$3,000.00	\$3,000.00	
53	9040-J-0	Rip Rap, Class D	TON	40	\$50.00	\$2,000.00	
54	9040-N-1	Silt Fence	LF	1,200	\$2.00	\$2,400.00	
55	9040-N-2	Silt Fence, Removal of Sediment	LF	1200	\$1.00	\$1,200.00	
56	9040-N-3	Silt Fence, Removal of Device	LF	1200	\$1.00	\$1,200.00	
57	11,020-A	Mobilization	LS	1	\$80,000.00	\$80,000.00	
						Total Cost Div. 1	\$1,421,520.00

Div. 2	Spec.	Item	Item	Unit	Estimated	Unit Price	Extended Price
Item No.	No.				Quantity		
1	3010-C-0	Trench Foundation	Tons	20	\$75.00	\$1,500.00	
2	4010-A-1	Sanitary Sewer Gravity Main, Trenched, 8"	LF	16	\$250.00	\$4,000.00	
3	4010-A-2	Sanitary Sewer Gravity Main, Trenchless, 8"	LF	510	\$250.00	\$127,500.00	
4	6010-A	Manhole, SW-301, 48" Dia.	EA	2	\$15,000.00	\$30,000.00	
5	6010-G	Connection to Existing Manhole	LS	1	\$12,000.00	\$12,000.00	
6	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	LS	1	\$6,000.00	\$6,000.00	
7	11,020-A	Mobilization	LS	1	\$25,000.00	\$25,000.00	
						Total Cost Div. 2	\$206,000.00

Total Cost Div. 1 & Div. 2 **\$1,627,520.00**

RESOLUTION 2022-__

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATE OF COSTS FOR THE COUNTRY CLUB VIEW/MSJ SUBDIVISION**

WHEREAS, Garden & Associates, Ltd. has prepared plans, specifications, form of contract and estimate of cost for the improvement of certain public streets described in general as “Country Club View/MSJ Subdivision”; and,

WHEREAS, notice of public hearing on plans, specifications, form of contract, and estimate of cost for said improvement was published on June 30, 2022 required by law.

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

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

PASSED AND APPROVED this ____ day of July, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING LEVY,
ASSESSMENT, AND COLLECTION OF COSTS TO
THE WASHINGTON COUNTY TREASURER.**

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs of improvement and removal of debris against the abutting property owner,

WHEREAS, tall grass and weeds were removed from the following listed property owners:

The property of DONG, JIA Q. & LIN ZHAO AT 1301 E 3RD ST. for the amount of \$170.00. Legal description (05 05 SMOUSES 2ND ADD LOT 6 & W 15 FT). Parcel Number (1116304001).

The property of YENTER, JEFFEREY A. at 307 N AVE D. for the amount of \$170.00. Legal Description (04 M M YOUNGS ADD LOT A EXC S 72 FT.). Parcel Number (1117162007).

and,

WHEREAS, due notice was given to the above property owners that said amount would be assessed to the property if payment was not made or an appeal was not made,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the above delinquent payment to be assessed against said property as listed above and that the City Clerk certify a copy of this resolution to the Washington County Treasurer.

Passed and Approved this 5th day of July 2022.

Jaron Rosien, Mayor

Attest:

Sally Hart, City Clerk



GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

June 30, 2022

City of Washington
Attn: Deanna McCusker
215 E. Washington Street
Washington, IA 52353

Re: 2022 Sealcoat Improvements
Washington, Iowa
G&A 5022162

Dear Deanna:

Bids for the referenced project were received on June 30, 2022. The only bid was received from L.L. Pelling Company, Inc. in the amount of \$125,474.55. The engineer's estimate for the project is \$126,270.00.

We are familiar with the work done by L.L. Pelling, and they have done several sealcoat projects in the community. We recommend award for contract to L.L. Pelling Company, Inc.

Enclosed is a booklet with the bid and bid tabulation, as well as the Notice of Award. Should Council award the project, sign the document, keep one copy for City files, send one to L.L. Pelling, and return one to Garden & Associates.

If you have any questions, please contact me.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Bid Booklet
Notice of Award (3 copies)

JP/fs

RESOLUTION NO. 2022-__

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as "2022 Seal Coat Project" has been designed and publicized for bid; and

WHEREAS, the City Council has approved the plans, specifications, form of contract and estimate of cost:

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

Section 1. That the following bid for the construction of certain public improvements described in general as "2022 Seal Coat Project", described in the plans and specifications heretofore adopted by this Council on June 21, 2022, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: LL Pelling Co. Inc.

Amount of Bid: \$125,474.55

Section 2. Since the City of Washington budgets \$100,000 for the annual Seal Coat Project, the amount of work that will actually be completed by the contractor will be equal to \$100,000, even though the bid was \$125,474.55. Some lower priority streets will be pushed to the 2023 Seal Coat Project.

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED, this 5th day of July, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

RESOLUTION 2022-__

**A RESOLUTION AUTHORIZING A
DEVELOPMENT AGREEMENT WITH DW DEVELOPMENTS**

WHEREAS, DW Developments (the “Developer”) and the City have negotiated a Development Agreement whereby the City and Developer would work together with an Iowa Economic Development Authority Downtown Housing Grant; and

WHEREAS, the Developer will create four upper-story housing units in the building at 111 North Marion Avenue; and

WHEREAS, the City and the Developer applied for and received a \$300,000 grant to assist in funding this project; 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 5th day of July, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

DEVELOPMENT AGREEMENT

Award Number: 22-APRDH-058 City of Washington and DW Developments Development Agreement for Iowa Economic Development Authority Downtown Housing Grant Program

This Development Agreement ("Agreement") made this day _____ of July 2022 by and between the CITY OF WASHINGTON, IOWA ("City") and DW Developments ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 111 N. Marion Avenue, Washington, IA to be completed at property owned by Developer; and

WHEREAS, the Grant application was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of Award Letter from IEDA, June 14, 2022 and ends with the Project Completion Date set out in the grant, June 14, 2024.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling unites whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes creating four upper-level market rate units at 111 N. Marion Avenue (the Journal Building) and working with City officials to do said work with required permits, as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** In addition to the Grant funding the parties agree to the following financial commitments.

The Developer shall commit a minimum of \$150,000 to be used to cover any expenses exceeding the Grant funds and City commitment. Any additional amounts necessary to complete the project shall be the responsibility of the Developer.

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

a Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Washington

b The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program

c If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IDEA agreement. Developer will hold the City harmless from any damage. Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control

d The City's Mayor, City Council members, and employees, and their immediate family members will not be paid for any work they perform on the Project through contracts with the Developer unless that work was contracted through a competitive bidding process.

11 **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Washington, Washington County, Iowa, the day and year first stated.

City of Washington

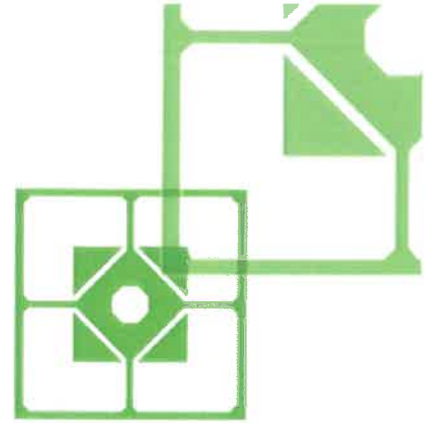
BY. _____
Mayor

ATTEST. _____
City Administrator / Clerk

DW Developments

BY. _____

Name printed _____



2022 Board of Directors

Brent Kromrie, President
Tim Elliott, Vice President
Maddie Widmer, Treasurer
Jordan Hill, Secretary
Heather Marek
Becky Litwiller
Illa Earnest

Ex-Officio

Michelle Redlinger
Marcus Fedler
Mary Audia

What we do in a nutshell?

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

Business Visit Program

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

June 30, 2022

City of Washington
c/o City Council
215 E. Washington St.
Washington, IA 52353

Dear City Council Members;

Attached is the Downtown Investment Grants (DIG) applications for funding for the rehabilitation of an apartment & exterior façade for the Koller Plus building located at 206 S. Iowa Ave.

I met with the property owners on Thursday June 23rd for walkthrough of the apartment project & discussion of the exterior rehab. We recommend funding of this project which has been vacant for 7 years.

Main Street Washington is requesting:

Koller Plus receives **\$50,000** towards their \$298,645 project to begin Fall 2022 and wrap by Fall 2023.

We appreciate the City's interest and willingness to host the Downtown Investment Grants Program.

Thank you for your consideration,

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

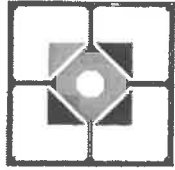
Sarah Grunewaldt
Executive Director

Approved by City Council _____

Jaron Rosien
Mayor, City of Washington

Accredited by:





Main Street WASHINGTON

205 West Main Street • Washington, IA 52353 • (319) 653-3918 • Fax (888) 833-3529

Building/Business: 206 Iowa, LLC Address: 206 S Iowa Avenue

Contact Person Cherie Murphy Phone (319)653-6561-O, (404)840-2115-C

Email cherie@kollerplus.com

Application is for: (check all that apply)

A. Building Improvement

B. Low Interest Loan

The DIG Committee made a site visit on this date 6/23/2022.

Proposed Project Building front facade and second floor remodel

IMPORTANT: Work started before receipt of a signed contract with MSW is not eligible for funding, *Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damage incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.*

Describe each element of the project in detail including methods and materials. Please address each building element you checked on the Letter of Intent to Participate. If you have decided not to do any items you checked, please mention it below. Attach additional sheets if necessary.

Attach any bids or estimates for each element of the project.

Remember to obtain necessary city permits and to contact asbestos and lead paint specialists, if needed.

Example: Scrape prime and paint exterior trim around windows on first and second floor using Amazing Brand exterior oil based primer and topcoat, caulk, cracks and voids – colors and bid attached - \$1000. Scrape, prime, paint caulk cracks and voids and install new weather stripping on front door; replace cracked glass in door with tempered glass – same paint and colors as windows - \$1500. (Needs to be updated for higher dollar value)

Description of Project

See attached Wood Construction, Inc. proposal

See attached explanation of project

See attached pictures of front and back of building

Wood Construction, Inc
2105 Tulip Avenue
Ainsworth, IA 52201
Voice: 319-461-2902
Fax: 319-653-2402
Matt.woodconstruction@gmail.com

June 28, 2022

206SIOWA
206 S Iowa Avenue
Washington, IA 52353

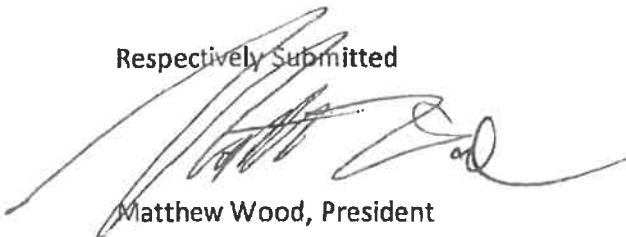
This is an estimate for the remodel of the upstairs apartment. Work includes, but not limited to, demolition of existing walls, electrical, HVAC and plumbing. Installing new exterior doors and windows on the east and west sides, new kitchen, bathroom, and all the mechanical work. Remove existing ceiling in kitchen and living room to reinforce trusses for a semi-vault ceiling in living room and flat ceiling in kitchen, new framing throughout, sheet rock finishing, painting, and flooring included. A 13'X21' deck out the bedroom included.

Total: \$235,685.00

This is an estimate for the restoration of the front of the building. Work includes, but not limited to, removing existing brick, storefront windows, and door. Installing a balcony with an aluminum railing, new brick veneer, new aluminum storefront windows and entrance door.

Total: \$62,960

Respectively Submitted

A handwritten signature in black ink, appearing to read 'Matthew Wood', is written over the text 'Respectively Submitted'.

Matthew Wood, President

206SIOWA, LLC
206 S Iowa Avenue
Washington, IA 52353

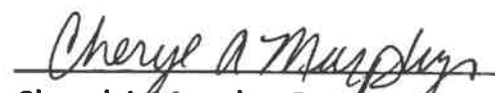
We are planning a remodel of the apartment above the business office of Koller +Plus, LLC.

The apartment at 206 South Iowa had been a rental unit for decades until it was vacated in 2015. For seven years the apartment sat empty, void of any plumbing, heat or air. Recently it was completely gutted and is now ready for renovation. The project will create a modern industrial style one bedroom, 1+1/2 bath penthouse condo with full kitchen and walk out balcony facing South Iowa Ave. It will also include a walk-in closet, laundry room, home office area and a patio deck at the back of the building overlooking City Hall and the fire station. The project will include all new windows, doors, flooring, lighting, plumbing and electric.

The front exterior of the building will be refaced to better match the aesthetics of downtown Washington. New brick, new front windows, and door on the Koller +Plus business are also included in the project.

The open concept urban penthouse will be fully furnished and used to fill a short-term housing void in downtown Washington. We are proposing a space for professional housing use for short term or extended stays. For example: travelling nurse or doctor, management team member from local industry, or transitional housing situations.


Robert L Koller, Partner


Cheryl A Murphy, Partner



124 KOLLER + PLUS, LLC

WNS 848



RESOLUTION NO. 2022-__

**A RESOLUTION ENDORSING A DOWNTOWN INVESTMENT GRANT
AGREEMENT WITH 206SIowa, LLC**

WHEREAS, the City Council created the Downtown Investment Grants (DIG) program, in partnership with the Washington County Riverboat Foundation and Main Street Washington, to incentivize major building improvements in downtown Washington in accordance with Main Street guidelines; and

WHEREAS, as per the policies and procedures previously established by this Council, Main Street Washington has recommended a forgivable loan/grant be awarded to 206SIowa, LLC to assist with an estimated \$300,000 investment in the building it owns at 206 South Iowa Avenue (Koller Plus building).

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

Section 1. The City Council hereby approves the attached Downtown Investment Grant Agreement and Promissory Note, providing a forgivable loan/grant to 206SIowa, LLC in the amount of \$50,000.

Section 2. Receipt of the grant is contingent on the receipt of the Iowa Economic Development Authority Downtown Housing Grant for this project.

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

PASSED AND APPROVED this 5th day of July, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

June 27, 2022

Via E-mail Only

Ms. Deanna McCusker
City Administrator
City of Washington
215 E. Washington Street
Washington, Iowa 52353

Re: City of Washington, State of Iowa
\$3,600,000 (Dollar Amount Subject to Change) General Obligation Capital Loan
Notes, Series 2022

Dear Deanna:

I am enclosing the following proceedings to cover the advertisement for sale of the above Notes, as well as approving the Preliminary Official Statement and approving electronic bidding procedures for the sale.

The resolution directing the advertisement of Notes for sale includes the Terms of Offering. **Please print and return a copy of the procedure, completed as the original, back to us for our transcript.**

The Terms of Offering includes language to permit the use of electronic bidding. You should have PFM Financial Advisors LLC's recommendation that electronic bidding procedures be utilized for this Note sale. Based upon this recommendation, the Iowa Code requires that the Council make a finding that the recommended procedure will provide reasonable security and maintain the integrity of the competitive bidding process and facilitate the delivery of bids by interested parties under the circumstances of the particular sale. The proceedings enclosed are prepared on the basis that the Council will agree with the recommendation and make the necessary findings.

This Resolution also approves the Official Statement and authorizes its distribution with respect to the above-referenced issues.

PFM Financial Advisors LLC prepared a draft of the preliminary Official Statement for the City. You should give this to the Council, and have provided comments to PFM Financial Advisors LLC on behalf of the City for the final POS. If that has not been done prior to the meeting, then the Official Statement should not be approved and the Resolution will need to be modified.

You should be aware that the preparation of the Official Statement is subject to Federal Securities Law regulation, and should be certain that any facts and representations contained in the Official Statement are both accurate in all material respects and not omitting any information material to the City's financial conditions, to and including the date of the delivery of the above-referenced Notes.

In the near future, we will send proceedings for the receipt of bids and award of sale. Please let me know if you have any questions.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky".

Jason L. Comisky
FOR THE FIRM

JLC:ks

Enclosures

cc: Kelsey Brown (via email)
Sally Hart (via email)
Jon Burmeister (via email)
Jennifer Smith (via email)
Melissa Schenck (via email)

ITEMS TO INCLUDE ON AGENDA FOR JULY 5, 2022

CITY OF WASHINGTON, IOWA

\$3,600,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes,
Series 2022

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

July 5, 2022

The City Council of the City of Washington, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 215 East Washington Street. Washington, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$3,600,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$3,600,000 (DOLLAR AMOUNT SUBJECT TO
CHANGE) GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2022, AND APPROVING ELECTRONIC
BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of (a) the acquisition, construction, reconstruction, improvement, repair and equipping of water mains and extensions, and real and personal property, useful for providing potable water, (b) equipping the fire department including the acquisition of self-contained breathing apparatus, and (c) equipping the police department including the acquisition and equipping of a police vehicle, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,470,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of (a) the acquisition, construction, reconstruction, improvement, repair and equipping of water mains and extensions, and real and personal property, useful for providing potable water, (b) equipping the fire department including the acquisition of self-contained breathing apparatus, and (c) equipping the police department including the acquisition and equipping of a police vehicle, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of additional not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including the construction of infrastructure in the NLW Subdivision as authorized in Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan, essential corporate purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Capital Loan Notes, for such purpose(s) to the amount of not to exceed \$800,000 as authorized by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including the construction of infrastructure in the MSJ Subdivision as authorized in Amendment No. 2 to the Washington Unified South Central Residential Urban Renewal Plan, essential renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Capital Loan Notes, for such purpose(s) to the amount of not to exceed \$1,000,000 as authorized by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Terms of Offering and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Capital Loan Notes, Series 2022, of City of Washington, State of Iowa, in the amount of \$3,600,000 (Dollar Amount Subject to Change), to be issued as referred to in the preamble of this Resolution, to be dated September 1, 2022, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Washington, State of Iowa, hereafter described, must be received at the office of the City Clerk, Washington City Hall, 215 E. Washington Street, Washington, Iowa; Telephone: 319-653-6584 (the "Issuer") before 10:00 A.M., on the 19th day of July, 2022. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

Section 5. The Notes: The Notes to be offered are the following:

GENERAL OBLIGATION CAPITAL LOAN NOTES,
SERIES 2022, in the amount of \$3,600,000*, to be dated
September 1, 2022 (the "Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Section 6. Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at Washington City Hall, 215 E. Washington Street, Washington, Iowa .

- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Finance Director at Washington City Hall, 215 E. Washington Street, Washington, Iowa or at the office of PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines Iowa 50309. The bids must be submitted through the PARITY® competitive bidding system.

Section 7. Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Section 8. Sale and Award: The sale and award of the Notes will be held at the Council Chambers, City Hall, 215 East Washington Street. Washington, Iowa at a meeting of the City Council on the above date at 6:00 P.M.

Section 9. Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, Washington City Hall, 215 E. Washington Street, Washington, Iowa; Telephone: (319) 653-6584 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309; Telephone (515) 724-5724.

Section 10. Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Section 11. Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Section 12. Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

PASSED AND APPROVED this 5th day of July, 2022.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

I, the undersigned City Clerk of the City of Washington, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Washington, State of Iowa

(SEAL)

Jaron P. Rosien, Mayor
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
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

Memorandum

June 30, 2022

To: Mayor & City Council

From: Sally Y. Hart
City Clerk

Re: Woodlawn Cemetery Masonry Repairs

The Historic Preservation Commission voted to have staff develop RFPs and then submit the bids to council for consideration with a priority on exterior repairs to the historic structures.

Staff has secured a grant extension until December 31, 2022 for this project with the Iowa Department of Cultural Affairs. The report from IDCA states, "it appears to make priority of work based on the historic structures report from 2017. It appears they have given hierarchy to appropriate priority projects based on their revised estimates."

The project received a grant in 2018 for \$26,983.00 with \$24,847.00 matching funds for a total project budget of \$51,830. Of that budget, \$46,478.21 remains, as roof repairs have already been conducted. The remaining expenses needed to cover the budget shortfall of approximately \$3,000 will come from the cemetery gift fund.

Two bids for work were received:

- Miller Masonry Inc. of Riverside \$48,900
- E&H Restoration of Davenport \$46,010

After review, staff recommends selecting Miller Masonry Inc. to complete this work as their bid includes replacing 8 stone caps with new concrete caps and E&H's bid replaces 3 caps.

Proposal & Acceptance

Miller Masonry Inc.

3060 Hidden Meadow Dr.

Riverside, IA 52327

Dellis Miller 319-325-2773 Bruce Miller 319-331-6802

Proposal submitted to: City of Washington, Iowa

Job name: Masonry Restoration Woodlawn Haven building and fence,
Washington, IA

Date: 6-1-2022

Contact: Sally Hart SallyHart@washingtioniowa.gov

We hereby submit specifications and estimates for: Masonry restoration on building and fence at Woodlawn Haven cemetery in Washington, IA.

Masonry labor and materials to repair/restore: Replace rocks that have fallen out with ones on the ground or new ones that are similar if needed, removal and replacement of 8 stone caps with new concrete caps.

Grinding and/or air chiseling to clean out cracks and old mortar and redo tuck points, mortar to match old river rock mortar to best of ability.

Repair cracks on shelter to best of ability with stucco. Wash down with masonry cleaner and clean-up masonry debris.

Anything extra is \$75 per man per hour

Bid does not include any window repair or replacement

We propose hereby to furnish material and labor- complete in accordance with the above specifications, for the sum of: **\$48,900.00**

Payments to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Authorized Signature:

Acceptance of Proposal:

RESOLUTION NO. 2022-__

**RESOLUTION MAKING AWARD OF CONTRACTS FOR
WOODLAWN CEMETERY REPAIRS**

WHEREAS, the construction and installation project known as “Woodlawn Cemetery Masonry Repairs” has been sent out for proposals for masonry work to the historic structure, and received multiple quotes on June 1, 2022.

WHEREAS, the Washington Historic Preservation Commission Recommends council to execute a contract for the work.

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

Section 1. That the following bid for certain public improvements described in general as masonry work for the building and fence for "Woodlawn Cemetery Masonry Repairs" be and is hereby accepted as follows:

Contractor: Miller Masonry

Amount of Bid: \$48,900.00

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

PASSED AND APPROVED, this __ day of July, 2022.

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk



Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

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

June 29, 2022

Rhonda Hill
Administrative Assistant

Lyle Hansen
Lieutenant

Shamus Altenhofen
Lieutenant

Jason Chalupa
Sergeant

Benjamin Altenhofen
Sergeant

Brian VanWilligen
Investigator

Eric Kephart
K-9 Handler

Seth Adam
Police Officer

Aaron Kephart
Police Officer

Tanner Lavelly
Police Officer

Christopher Raymer
Police Officer

To: Mayor and City Council
Cc: City Administrator

Ref.: Police Department Training Reimbursement Agreement

I am presenting for City Council consideration and approval a Resolution Authorizing an Agreement for Reimbursement for Police Training Expenses.

Our hiring process has revealed a qualified applicant and an offer has been extended and accepted contingent on completion of pre-employment screening items.

The attached Resolution and form of Agreement outlines the terms and requirements for reimbursement of training expenses related to the applicant's certification at the Iowa Law Enforcement Academy.

Council approval will authorize City Administrator McCusker and I to sign the document on behalf of the City and enter into the agreement with our new officer.

Respectfully,

Jim Lester
Chief of Police

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENTS FOR
REIMBURSEMENT FOR POLICE TRAINING EXPENSES**

WHEREAS, the City of Washington, Iowa (the City), and the Washington Police Department (WPD), recognize the necessity to provide for the training of newly hired Police Officers at the Iowa Law Enforcement Academy and/or Hawkeye Community College for the purpose of initial peace officer certification, at the initial expense of the City and WPD; and

WHEREAS, it is in the best interest of the City and WPD, to enter into agreements for the reimbursement of police training expenses as a condition of the City and the WPD paying the expense of said training for its newly hired Police Officers to attain peace officer certification;

WHEREAS, the City desires to adopt the form of the Agreement, which requires employees to reimburse the City on a 'sliding scale' in the event the employee fails to meet specified conditions, and which conditions and which schedule of reimbursement are set forth in an Agreement attached hereto as "Exhibit A" and by this reference made a part hereof;

WHEREAS, it is in the best interests of the City and the WPD to use the Agreement in order to facilitate the training of officers, and in order to provide a mechanism for recovery of advanced costs for training expenses in the event the employee fails to meet the conditions provided for in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City of Washington, Iowa, and the Washington Police Department, are hereby authorized to enter into agreements for the reimbursement of police training expenses in substantially the same form as the Agreement attached hereto as "Exhibit A", and the City Administrator and Chief of Police shall have the authority to execute said agreements on behalf of the City and the Washington Police Department.

Adopted and approved this _____ day of _____, 2022, by the following recorded vote:

Aye _____

Nay _____

Absent/Abstain _____

Jaron Rosien, Mayor
City of Washington

ATTEST:

Sally Hart, City Clerk
City of Washington

POLICE OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered this ____ day of _____, 20____, by and between the City of Washington, A Municipal Corporation, 215 East Washington Street, Washington, IA 52353 (The "CITY") and _____, (the "THE EMPLOYEE").

Name

Address

City, State

Date of Birth: _____
Social Security Number: _____
Phone: _____

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT THE EMPLOYEE PROVIDES THE CITY IN RETURN FOR THE TRAINING.

THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE EMPLOYEE.

NOW, THEREFORE, THE CITY AND THE EMPLOYEE, FOR CONSIDERATION HEREIN SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

1. TRAINING OF THE EMPLOYEE

A. The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the EMPLOYEE'S regular wages and the total training expenses as defined and set forth below for the EMPLOYEE to attend the Iowa Law Enforcement Academy (The "Academy") as soon as the EMPLOYEE is accepted into the program. The CITY shall also pay for all other expenses, as detailed below, that that are specifically related to the EMPLOYEE'S training.

1. Total training expenses ("Total Training Expenses") represents the **actual costs** incurred by the CITY for:
 - a. Any overtime incurred by a department training officer for preparation or reporting of activities directly related to, and specifically for the EMPLOYEE'S training;
 - b. The cost of travel to and from the Iowa Law Enforcement Academy;
 - c. Any monies paid to the EMPLOYEE for reimbursable expenses while attending classes at the Iowa Law Enforcement Academy;
 - d. The EMPLOYEE'S wages, mileage, food, lodging, uniforms, and tuition while attending the Iowa Law Enforcement Academy;

- e. Any other costs incurred by the CITY relating to the training of the EMPLOYEE.
2. An estimate of "Total Training Expenses" is set forth in "Exhibit A" attached hereto and incorporated by this reference for the EMPLOYEE'S reference. Both parties hereto acknowledge and agree that "Total Training Expenses" shall be based on actual costs incurred by the CITY.

Accordingly, upon the EMPLOYEE'S successful completion of training, certification as a law enforcement officer, and successful completion of Field Training, the CITY shall provide the EMPLOYEE with an itemization of final "Total Training Expenses" incurred by the CITY hereunder for the EMPLOYEE'S files, as set forth in "Exhibit B", which will be completed at the conclusion of the training and supplied to the employee. This final accounting of actual/final "Total Training Expenses" shall be in essentially the same format as estimated costs are presented in "Exhibit A" of this Agreement.

- B. In the event the EMPLOYEE elects not to complete the Academy training program or does not otherwise successfully complete the Academy training program, the EMPLOYEE shall be released from employment with the CITY, and the EMPLOYEE shall reimburse the CITY for "Total Training Expenses" incurred to date in accordance with the reimbursement obligations set forth in Section II below.

II. REIMBURSEMENT OF TOTAL TRAINING EXPENSES

- A. In consideration for the expenditures incurred by the CITY to train the EMPLOYEE as a police officer, the EMPLOYEE expressly agrees to serve as a full-time police officer for the CITY for at least four (4) years from the date upon which the EMPLOYEE graduates from the Academy and has met all other criteria needed to receive proper certification as a law enforcement officer (the "Reimbursement Period").
- B. If any of the following occurs during the Reimbursement Period:
 1. The EMPLOYEE voluntarily resigns from the Washington Police Department;
OR
 2. The EMPLOYEE is dismissed during the probationary period of one year from the date of certification as an Iowa Peace Officer (said probationary period to expressly include the training period hereunder); OR
 3. The EMPLOYEE is properly terminated;

THEN the EMPLOYEE shall reimburse the CITY for final "Total Training Expenses" under the terms of this AGREEMENT as set forth below:

- If the EMPLOYEE resigns or is no longer employed less than one year following completion of approved training, one hundred percent of the total training expenses.
- If the EMPLOYEE resigns or is no longer employed one year or more, but less than two years after completion of approved training, seventy-five percent of the total training expenses.
- If the EMPLOYEE resigns or is no longer employed two years or more, but less than three years after completion of approved training, fifty percent of the total training expenses.
- If the EMPLOYEE resigns or is no longer employed three years or more, but less than four years after completion of approved training, twenty-five percent of the total training expenses.

C. In the event the EMPLOYEE is required to make reimbursement payments hereunder, one hundred per cent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal, or termination, unless the EMPLOYEE contacts the City Finance Director to make payment arrangements under the following terms:

1. The first payment shall be made within thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the CITY has been reimbursed in full for Total Training Expenses hereunder.

The minimum monthly payment shall be two hundred fifty dollars (\$250.00).

2. Interest shall commence from the date of resignation, dismissal or termination at the rate of six per cent (6%) per year and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
3. Until such time as the CITY has been reimbursed in full by the EMPLOYEE in accordance with the terms of this Agreement, the EMPLOYEE has an ongoing duty to notify the CITY of any change in the EMPLOYEE'S place of residence. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.

D. The EMPLOYEE does hereby expressly acknowledge and understand that, in addition to any remedies at law or in equity that the CITY may have to recover Total Training Expenses hereunder, the CITY may, at its sole election, also seek to have the EMPLOYEE decertified as an Iowa law enforcement officer.

- E. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. IN OTHER WORDS, WHILE THE CITY HAS THE DISCRETION TO DETERMINE WHETHER TO SEEK DECERTIFICATION OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, NO SUCH AFFIRMATIVE ELECTION OF ENFORCEMENT IS REQUIRED FOR REIMBURSEMENT HEREUNDER. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**
- F. If the EMPLOYEE is dismissed for any reason other than those set forth in Section II(B) above, such as reduction in force, the EMPLOYEE shall not be required to reimburse the CITY for any unpaid Training Expenses incurred hereunder.
- G. If the EMPLOYEE is killed or permanently and totally disabled, as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the CITY, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

III. DUTIES DURING TRAINING

- A. The EMPLOYEE may, at the CITY'S sole option, be required by the CITY to work for the Washington Police Department while attending the Academy training program, and may be required to patrol, operate computer systems, perform clerical tasks, or other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the EMPLOYEE in attendance at the Academy training program and in service to the Washington Police Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the CITY.

IV. BONA FIDE EMPLOYMENT

- A. The EMPLOYEE does hereby expressly acknowledge that the CITY is entering into this Agreement to facilitate the bona fide employment of the EMPLOYEE as a police officer by the CITY. Accordingly, the EMPLOYEE does hereby further acknowledge that the EMPLOYEE is not entering into this Agreement to achieve certification as a law enforcement officer by way of "sponsorship" through the CITY for the Academy training program.

V. CONTROLLING LAW

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

The CITY further agrees that any reimbursement of wages paid to the EMPLOYEE under this agreement will be limited to the amount that would be in excess of the state minimum wage.

VI. HEADINGS

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

VII. SEVERABILITY

- A. If any section, subsection, term or provision of this agreement or the application thereof to the EMPLOYEE, the CITY or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the EMPLOYEE, the CITY or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

VIII. AUTHORITY

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

IX. FINAL AGREEMENT

- A. Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of Total Training Expenses by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the EMPLOYEE and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

Dated this _____ day of _____, 20_____.

THE EMPLOYEE:

CITY OF WASHINGTON:

XXXXXX XXXXXX

Deanna McCusker, City Administrator

Attest:

Attest:

Jim Lester, Chief of Police

Sally Hart, City Clerk

POLICE OFFICER TRAINING REIMBURSEMENT AGREEMENT

EXHIBIT A – *Estimated* “Total Training Expenses”

Iowa Law Enforcement Academy – Johnston, Iowa

Basic Academy Cost:	\$6,650	
Academy Meals:	\$1,600	
Misc. Academy Expenses	\$1,000	
Mileage: 270 miles round trip x 16 weeks = 4,320 miles x .55 =	\$2,376	
Uniforms:	\$3,200	
Wages (in excess of minimum wage): 24.10-7.25 = 16.85 x 620 hours =	\$10,447	
<i>Estimated</i> “Total Training Expenses”		\$25,273

Regional Iowa Law Enforcement Academy – Hawkeye Community College, Waterloo, IA

Basic Academy Cost:	\$4,526	
Regional Basic Admin Fee	\$125	
Academy Meals:	\$1,000	
Misc. Academy Expenses	\$1,000	
Mileage: 220 miles round trip x 8 weeks = 1,760 miles x .55 =	\$968	
Uniforms:	\$3,200	
Wages (in excess of minimum wage): 24.10-7.25 = 16.85 x 400 hours =	\$6,740	
<i>Estimated</i> “Total Training Expenses”:		\$17,559

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

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, the City of Washington, Iowa, being the owner of the following premises in the City of Washington, Washington County, Iowa, to wit:

Lots 10-21, NLW Subdivision Plat 2, Washington, Iowa;

("the Property")

for the mutual benefit of those persons who may purchase any of the Property now owned by the undersigned, hereby imposes the following covenants and restrictions on said Property as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. The use of the Property shall be limited to the Permitted Principal Uses in the R-1 One-Family Residence District, R-2 One and Two-Family Residence District, and R-3 One to Six-Family Residence Districts, except as follows:
 - a. Lots 17-21 are solely for duplexes or townhomes and are to be no more than two stories high.
 - b. Lots 10-16 are solely for single-family houses and are to be no more than two stories high.
 - c. One outbuilding per lot is allowed not to exceed 240 square feet.
2. Each lot shall be used for a main structure. No residential lot as platted shall be subdivided nor shall any lots be combined.
3. Minimum ground floor square footage of livable space of a dwelling exclusive of porches and garages shall be as follows:
 - a. Single family homes - 1,000 square feet
 - b. Duplexes - 900 square feet per unit
 - c. All other (split foyer or level, story and a half and other multilevel dwellings) 6800 square feet

4. All homes must be constructed with a poured Portland Cement Concrete foundation, and must meet all applicable provisions of the Washington Code of Ordinances.
5. No semi-truck (cab unit) or truck trailer shall be parked or stored in the subdivision, either temporarily or permanently.
6. No trailer, mobile home, barn, or pole barn shall be placed upon any lot in this subdivision.
6. Fences shall be allowed as per the Washington Zoning Ordinance.
7. Owner must plant a minimum of 2 approved trees in the parking area after the home is constructed.
8. There shall be a minimum roof pitch of 4/12.
9. All homes shall put in a public sidewalk at a width of 5' running along the front lot line at the time of home construction. Sidewalk shall be of Portland Cement Concrete construction at a minimum depth of 6" in driveway areas and a minimum depth of 4" in non-driveway areas.
10. No garbage, ashes, or refuse shall be allowed on the premises exposed to view and no outside incinerators shall be permitted and no burning of rubbish outside of the residence shall be permitted on said premises except that yard waste burning shall be permitted as allowed by City Ordinance.
11. The lots shall be at all times maintained in neat condition and appearance commensurate with the character of the subdivision and no poultry or animals of any type, except dogs or cats for domestic purposes and not for sale shall be kept on the premises.
12. Television antennas may be installed on the homes, but not on any type of free-standing tower or pole.
- 13. Any lot sold is with the understanding that a home will be ready for final occupancy inspection by the City within 18 months of the date of recording of the deed for the conveyance of the lot. If the owner of any lot in this subdivision does not comply with this provision, the City of Washington may repurchase said property by providing sixty (60) days' written notice to the owner at the address listed in the records of the Washington County Auditor of its intention to repurchase. Said repurchase price shall be the same price for which the lot was sold to the owner, except that the City may subtract an administrative fee not to exceed ten percent (10%) of the original purchase price.**
14. All residences shall have a minimum double attached garage and Portland Cement Concrete paved driveway of at least 20 feet wide. Paving shall be continuous from the garage to the street.

- 15. No vehicles of any type shall be parked off the paved driveway.
- 16. No portion of the property shall be occupied by a tax-exempt use unless the owner/tenant has entered into an agreement for payment in lieu of taxes.
- 17. In the event the parties hereto, or the owners of any lot or tract, or their heirs, successors, or assigns, shall violate or attempt to violate, any of the covenants and restrictions herein contained before twenty (20) years from the date this plat is recorded or during any successive ten (10) years extension, it shall be lawful for any other person or persons, owning any lot or tract of land in said subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent them from so doing or recover damages for such violation.
- 18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.
- 19. There is a perpetual easement for storm sewer and drainage and access purposes are reserved on portions of the lots as designated on the final plat. No improvements shall be placed within the easement rights-of-way which in any manner with the installation and maintenance of the easements.
- 20. By written consent of the record owners of not less than seventy-five percent (75) of the several lots when recorded in the office of the County Recorder of Washington County, Iowa, any one or more of the covenants, restrictions, or reservations above set forth may be partly or wholly waived and released.

Dated this ___ day of _____, 2022.

CITY OF WASHINGTON:

Jaron P. Rosien, Mayor

ATTEST:

Sally Y. Hart, City Clerk

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

This instrument was acknowledged before me on this ____ day of _____, 2022,
by Jaron P. Rosien and Sally Y. Hart, as Mayor and City Clerk respectively of the City of
Washington, Iowa.

Notary Public



Washington County
Detailed Payment
 92-8140-613

Description STBG-SWAP-8140(613)--SG-92, Acct ID- 38249, Letting Date- January 19, 2022
Payment Number 3
Pay Period 06/02/2022 to 06/16/2022
Prime Contractor JONES CONTRACTING CORP.
Payment Status Approved
Awarded Project Amount \$969,707.77
Authorized Amount \$975,699.77

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - STBG-SWAP-8140(613)--SG-92, Acct ID- 38249, Roadway Items										
0010	2102-0425070	TON	\$21,400	126.000	88.230	632.020	720.250	720.250	\$1,888.12	\$15,413.35
SPECIAL BACKFILL										
0020	2121-7425020	TON	\$23,000	5,686.600	0.000	4,997.790	4,997.790	4,997.790	\$0.00	\$114,949.17
GRANULAR SHOULDERS, TYPE B										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date	
0030	2213-7100400	EACH	\$350,000	19,000	9,500	18,500	28,000	28,000	\$3,325.00	\$9,800.00	
	RELOCATION OF MAIL BOXES										
0040	2301-1034080	SY	\$53,500	733.320	0.000	733.320	733.320	733.320	\$0.00	\$39,232.62	
	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 31 DURABILITY, 8 IN.										
0050	2310-5151040	CY	\$123,000	3,657.200	0.000	3,908.750	3,908.750	3,908.750	\$0.00	\$480,776.25	
	PORTLAND CEMENT CONCRETE OVERLAY, FURNISH ONLY										
0060	2310-5151045	SY	\$4,700	21,943.100	0.000	21,943.100	21,943.100	21,943.100	\$0.00	\$103,132.57	
	PORTLAND CEMENT CONCRETE OVERLAY, PLACEMENT ONLY										
0070	2310-8300550	SY	\$3,400	22,641.300	0.000	22,641.300	22,641.300	22,641.300	\$0.00	\$76,980.42	
	PAVEMENT INTERLAYER GEOTEXTILE										
0080	2315-8275025	TON	\$21,400	555.000	54.100	190.000	244.100	244.100	\$1,157.74	\$5,223.74	
	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE										
0090	2435-0600010	EACH	\$1,800,000	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
	MANHOLE ADJUSTMENT, MINOR										
0100	2510-6745850	SY	\$7,250	733.200	0.000	733.200	733.200	733.200	\$0.00	\$5,315.70	
	REMOVAL OF PAVEMENT										
0110	2511-7528101	SF	\$60,000	80.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
	DETECTABLE WARNINGS										
0120	2515-2475006	SY	\$48,500	1,658.000	0.000	1,658.000	1,658.000	1,658.000	\$0.00	\$80,413.00	
	DRIVEWAY, P.C. CONCRETE, 6 IN.										

Detailed Payment:

92-8140-613

06/16/2022

Page 2 of 5

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	2515-6745600	SY	\$10.000	1,382.000	0.000	1,382.000	1,382.000	1,382.000	\$0.00	\$13,820.00
REMOVAL OF PAVED DRIVEWAY										
0140	2524-6765010	EACH	\$350.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND REINSTALL SIGN AS PER PLAN										
0150	2527-9263109	STA	\$35.000	265.890	245.890	0.000	245.890	245.890	\$8,606.15	\$8,606.15
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0160	2528-2518000	EACH	\$150.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SAFETY CLOSURE										
0170	2528-8445110	LS	\$5,000.000	1.000	0.500	0.500	1.000	1.000	\$2,500.00	\$5,000.00
TRAFFIC CONTROL										
0180	2533-4980005	LS	\$16,350.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$16,350.00
MOBILIZATION										
0190	2599-9999010	LS	\$2,506.510	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,506.51
(LUMP SUM ITEM): MAINTENANCE OF SOLID WASTE COLLECTION										
8001	2511-0300000	SY	\$10.000	85.600	70.000	0.000	70.000	70.000	\$700.00	\$700.00
RMVL OF RECREATIONAL TRAIL										
8002	2511-0302600	SY	\$60.000	85.600	70.000	0.000	70.000	70.000	\$4,200.00	\$4,200.00
RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.										
Section Totals:									\$22,377.01	\$982,419.48
Total Payments:									\$22,377.01	\$982,419.48

Detailed Payment:

92-8140-613

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 08/01/2022, Liquidated Damage Rate - 1.000	25.0 Days	25.0 Days	3.0 Days	\$0.00	24.0 Days	1.0 Day	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$22,377.01	Approved Work To Date:	\$982,419.48
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$671.31	Retainage To Date:	\$29,472.58
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$21,705.70	Payments To Date:	\$952,946.90
Previous Payment:	\$426,149.57	Previous Payments To Date:	\$931,241.20

Funding Details

92-8140-613-CAT-1 92-8140-613-CAT-1 92-8140-613:	\$3,689.54	92-8140-613-CAT-1 92-8140-613-CAT-1 92-8140-613 To Date:	\$156,013.91
92-8140-613-CAT-2 92-8140-613-CAT-2 92-8140-613:	\$18,687.47	92-8140-613-CAT-2 92-8140-613-CAT-2 92-8140-613 To Date:	\$826,405.57
Current Payment:	\$22,377.01	Payments To Date:	\$982,419.48

Contractor _____

County Engineer _____

Detailed Payment:

92-8140-613



Washington County

Pay Estimate by Fund

92-8140-613

Description STBG-SWAP-8140(613)--SG-92, Acct ID- 38249, Letting Date- January 19, 2022

Payment Number 4

Pay Period 06/17/2022 to 06/29/2022

Prime Contractor JONES CONTRACTING CORP.

Payment Status Pending

Awarded Project Amount \$969,707.77

Authorized Amount \$975,699.77

Line Number	Item	Unit	Current Paid	Quantity	Unit Price	Amount
Section: 0001 - STBG-SWAP-8140(613)--SG-92, Acct ID- 38249, Roadway Items						
Fund Package - 92-8140-613-CAT-1 92-8140-613-CAT-1 92-8140-613						
0150	2527-9263109	STA	5.000		\$35.00	\$175.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED						
92-8140-613-CAT-1 92-8140-613-CAT-1 92-8140-613 Total: \$175.00						
Fund Package - 92-8140-613-CAT-2 92-8140-613-CAT-2 92-8140-613						
0020	2121-7425020	TON	267.390		\$23.00	\$6,149.97
GRANULAR SHOULDERS, TYPE B						
0090	2435-0600010	EACH	3.000		\$1,800.00	\$5,400.00
MANHOLE ADJUSTMENT, MINOR						
0100	2510-6745850	SY	27.100		\$7.25	\$196.48
REMOVAL OF PAVEMENT						
0150	2527-9263109	STA	5.000		\$35.00	\$175.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED						

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
8001	2511-0300000	SY	15.600	\$10.00	\$156.00
	RMVL OF RECREATIONAL TRAIL				
8002	2511-0302600	SY	15.600	\$60.00	\$936.00
	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.				

92-8140-613-CAT-2 92-8140-613-CAT-2 92-8140-613 Total: \$13,013.45

Section 0001 Total: \$13,188.45

Project Total: \$13,188.45

Time Limits

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 08/01/2022, Liquidated Damage Rate - 1,000	25.0 Days	25.0 Days	0.0 Days	\$0.00	24.0 Days	1.0 Day	\$0.00
							Total Damages: \$0.00

Summary

Current Approved Work:	\$13,188.45	Approved Work To Date:	\$995,607.93
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$395.66	Retainage To Date:	\$29,868.24
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$12,792.79	Payments To Date:	\$965,739.69
Previous Payment:	\$21,705.70	Previous Payments To Date:	\$952,946.90

Contractor _____

County Engineer _____

Proposed Changes
Chapter 65 Stop or Yield Required
Chapter 69 Parking Regulations
Chapter 70 Traffic Code Enforcement Procedures

65.02 STOP REQUIRED.

Every driver of a vehicle shall stop in accordance with the following:
(Code of Iowa, Sec. 321.345)
{Numbers 1 – 266}

ADD:

- 267. Old Highway 1 and North Marion Avenue (northwest bound stop).
- 268. Meadow View Lane and South Twelfth Avenue (eastbound stop).

69.05 PARKING FOR CERTAIN PURPOSES ILLEGAL.

No person shall park a vehicle upon public property for more than 24 hours. **Parking is prohibited** unless otherwise limited under the provisions of this chapter, ~~or~~ for any of the following principal purposes:
(Code of Iowa, Sec. 321.236[1])

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established marketplace or when so authorized or licensed under this Code of Ordinances.

69.06 PARKING PROHIBITED.

No one shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:
{Numbers 1 – 18}

ADD:

19. **No Parking Zones.** No person shall park a vehicle adjacent to any curb or in any area of the public right-of-way that has been painted yellow or where official signs are posted prohibiting parking.

69.08 NO PARKING ZONES.

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236[1])

{Numbers 1 – 101}

AMEND:

3. South Avenue B, on the west side, from Madison Street to Tyler Street, and on the east side from Tyler to Sitler Drive, ~~from 7:30 a.m. to 4:00 p.m. on school days.~~

4. South Avenue C, on the east side, for a distance of 30 feet south from its intersection with West Madison Street; ~~and on the west side, from West Madison Street to West Tyler Street.~~

9. North Fourth Avenue on the east side, from East ~~Main~~ Third Street to East ~~Fourth~~ Fifth Street.

35. South Fourth Avenue, on the west side of the street between East Madison and ~~East Van Buren~~ East Van Buren ~~forty (40) feet south of East Jackson Street,~~ from 7:30 a.m. to 4:00 p.m. on school days. (Subsection 35 – Ord. 1123 – Jun. 21 Supp.)

~~36. South Fourth Avenue, on the west side, from its intersection with East Tyler Street, south and west to the County hospital.~~

~~36.~~ 37. South Fourth Avenue in the vicinity of Lincoln School:

A. On the east side, beginning at a point 200 feet south of the centerline of East Monroe Street and extending south to a point 200 feet south of the centerline of East Jackson Street, from ~~7:30 a.m.~~ 8:00 a.m. to 4:00 p.m. on school days.

~~B. On the west side, beginning at a point 100 feet south of the centerline of East Monroe Street and extending south to a point 170 feet south of the centerline of East Jackson Street, from 8:00 a.m. to 4:00 p.m. on school days.~~

~~37.~~ 38. South Fourth Avenue, on the east side, from Jefferson Street to Washington Street.

38. South Fourth Avenue, on the west side from East Washington Street to East Jefferson Street, from 7:30 a.m. to 4:00 p.m. on school days.

48. East Van Buren Street, on the south side, ~~for a distance of 135 feet east from its intersection with South Seventh Avenue~~ ~~Ninth Avenue~~ to 300 feet east of the intersection with South Tenth Avenue, throughout the year, and from that point to a point 770 feet east of said intersection and from South Seventh Avenue to South Ninth Avenue from August 15 to November 15 of each year.

49. East Van Buren Street, on the south side, for a distance of 63 feet west from its intersection with Fourth Avenue.

50. East Van Buren Street, on both sides, for a distance of 145 feet east of the centerline of South Iowa Avenue.

51. West Van Buren Street, on the south side, for a distance of 135 feet west of the centerline of South Iowa Avenue; and on the north side between South Iowa Avenue and South Avenue D, from 7:30 a.m. to 4:00 p.m. on school days.

~~92. South Avenue C, on the west side, from Madison Street to Tyler Street, from 7:30 a.m. to 4:00 p.m. on school days.
(Subsection 92 - Ord. 1112 - Dec. 20 Supp.)~~

92. South Sixth Avenue, on the east side between East Monroe Street and East Van Buren Street from 7:30 a.m. to 4:00 p.m. on school days.

93. North Iowa Avenue, on the ~~west~~ east side from West Fifth Street to West Eighth Street and on the east side for a distance of 80 feet ~~and on the west side, for a distance of 100 feet north of the centerline of West 5th Street.~~

94. North Marion Avenue, on the ~~west~~ east side from West Fifth Street to West Eighth Street and on the east side for a distance of 80 feet ~~and on the west side, for a distance of 100 feet north of the centerline of West 5th Street.~~
(Subsections 93-94 - Ord. 1117 - Apr. 21 Supp.)

Add:

102. South Avenue C, on the west side from West Madison Street to the first alley north of said intersection.

103. East Main Street, on the north side from North Third Avenue to North Sixth Avenue.

104. East Main Street, on the south side for 144 feet east from the centerline with North Fourth Avenue.

105. East Second Street, on the north side from North Third Avenue to North Sixth Avenue.

106. East Second Street, on the south side for 85 feet east from the centerline with North Fourth Avenue.

107. East Third Street, on the south side for 90 feet east from the centerline with North Iowa Avenue.

108. West Third Street, on the south side for 70 feet west from the centerline with North Iowa Avenue.

109. West Third Street, on the south side for 90 feet east from the centerline with North Marion Avenue.
110. North Iowa Avenue, on the east side for 50 feet south from the centerline with Third Street.
111. North Iowa Avenue, on the west side for 50 feet south from the centerline with Third Street.
112. North Avenue D, on the east side for 100 feet south from the centerline with West Sixth Street.
113. North Avenue D, on both sides for 100 feet north from the centerline with West Sixth.
114. Highland Avenue, on the east side for 455 feet north of the intersection with Highland Court.
115. Campbell Drive, on the inside curb from the intersection with Country Club Road to the cul-de-sac.
116. Green Meadows Drive on both sides of the street from its intersection with West Madison Street to its intersection with West Main Street.
117. North Iowa Avenue, on the east side for 50 feet south from the centerline with Second Street.
118. North Iowa Avenue, on the west side for 50 feet south from the centerline with Second Street.
119. East Tyler Street, on the north side between South Sixth Avenue and Circle Drive.
120. Circle Drive, on the south and west sides between South Sixth Avenue and East Tyler Street.

69.10 TRUCK PARKING LIMITED.

(Code of Iowa, Sec. 321.236[1]) (321.1)

1. No person shall park or leave standing any commercial vehicle, motor truck, truck tractor, trailer, semi-trailer, motor home or house travel trailer on any street, avenue, or boulevard in the City between the time of sunset and sunrise. The provisions of this subsection do not apply to light delivery trucks, and pickup trucks or pickup trucks that are part of a combination vehicle that is less than forty (40) feet in total length.

2. No person shall park any truck or van on the west side of B Avenue from the intersection of Washington Street to the first alley south of said intersection.

~~69.12 ONE VEHICLE, ONE HOUR PARKING.~~

~~—Parking is limited to no more than one vehicle and for a period of not to exceed one hour on the east side of South Avenue D for a distance of 66 feet north of West Madison Street.~~

NEW

69.12 SNOW BAN PARKING.

The following parking regulations shall be in effect from November 1 to April 1 to allow for the safe initiation and completion of ice and snow removal operations.

No vehicle shall be left parked, abandoned, or unattended on any street or alley in the City during snow removal operations, or before such operations have removed or cleared accumulated snow or ice from the street to each curb edge or shoulder.

Snow Ban Parking does not apply within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, including Second Street, Second Avenue, Jefferson Street and Avenue B, during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

69.13 SNOW EMERGENCY.

Upon the Mayor's declaration of a Snow Emergency, persons shall comply with the following:

A. Residential Areas:

No person shall park, abandon, or leave unattended any vehicle on any public street or alley unless the snow has been removed or plowed from the street to each curb edge or alley and the snow has ceased to fall.

B. Downtown Area:

From 10pm to 6am when signs are posted in the northwest and southeast corners of Central Park no vehicles shall park within the area of the public square and extending one block each way there from, said area bounded by the south line of Second Street, the west line of Second Avenue, the north line of Jefferson Street, and the east line of Avenue B, but not including any portion of Second Street, Second Avenue, Jefferson Street or Avenue B.

The foregoing prohibition shall not apply to the above-described areas during normal business hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. and during normal weekend, evening, or holiday hours.

A Snow Emergency ~~parking ban~~ shall continue from its proclamation through the duration of the snow or ice storm and the forty-eight (48) hour period after cessation of such storm, except as above provided on streets that have had snow completely cleared to the curb edge ~~been fully opened~~ or at a time otherwise declared by the Mayor.

Such a ban shall be of uniform in application and the Police Chief is directed to publicize the requirements widely, using all available news media, in early November each year.

Where predictions or occurrences indicate the need, the Mayor, ~~shall~~ **may** proclaim a snow emergency and the Police Chief shall inform the news media ~~to~~ **and** publicize the proclamation and the parking rules thereunder. Such emergency may be extended or shortened when conditions warrant.

The fine for each violation of this subsection shall be \$50 with contested and unpaid violations handled as provided for in Section 70.03 of these Ordinances.

CURRENT -

69.13 SNOW EMERGENCY.

In order to protect public safety and to provide access for emergency vehicles, no person shall park, abandon or leave unattended any vehicle on any public street, alley, or other declared area during any snow emergency proclaimed by the Mayor unless the snow has been removed or plowed from said street, alley, or area and the snow has ceased to fall. A snow emergency parking ban shall continue from its proclamation throughout the duration of the snow or ice storm and the 48-hour period after cessation of such storm except as above provided upon streets, which have been fully opened. Such a ban shall be of uniform application and the Police Chief is directed to publicize the requirements widely, using all available news media, in early November each year. Where predictions or occurrences indicate the need, the Mayor shall proclaim a snow emergency and the Police Chief shall inform the news media to publicize the proclamation and the parking rules thereunder. Such emergency may be extended or shortened when conditions warrant.

~~69.14 SNOW ROUTES.~~

~~—The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.~~

~~(Code of Iowa, Sec. 321.236[12])~~

~~69.16 RESERVED PARKING.~~

~~—The following parking spaces on the south side of West Second Street are designated as parking spaces to be used only by those persons having official business in the Washington County Public Safety Center, and any use of or parking of vehicles in said designated parking spaces by persons not involved with official business at said center is herewith prohibited. The said reserved spaces are identified as being spaces five and six (counting from the southeast corner of the intersection of Second Street and Avenue B).~~

~~69.18 PREFERRED STUDENT PARKING SPACE.~~

~~—The first parking space on the south side of East Jefferson Street, west of the intersection of South Fourth Avenue, is hereby designated as a Preferred Student Parking space. Such space shall be reserved for use between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, during the school year by a Washington Senior High School student who is duly selected by the Washington Community School District. Any vehicle parked in such space shall display a placard or similar instrument (provided by the school district) visible through the front and rear windshields that designates the motorist of such vehicle as being granted such preferred student parking privilege.~~

70.03 PARKING VIOLATIONS: ALTERNATE.

Uncontested violations of parking restrictions imposed by this Code of Ordinances shall be charged upon a simple notice of a fine payable at the ~~office of the City Clerk~~ Police Department. The fine for each violation charged under a simple notice of a fine shall be in the amount of ~~\$20.00~~\$25.00 for all violations except improper use of a persons with disabilities parking permit or as specified in each subsection. If such fine is not paid within thirty (30) days, it shall be increased by \$5.00. The fine for improper use of a persons with disabilities parking permit is \$100.00. Failure to pay the notice is grounds for filing of a complaint in District Court.

Contested parking violations will be filed with the District Court as City Ordinance Violations. Violations filed in District Court shall, upon conviction, be subject to a fine as listed in Chapter 1.14 of this Code of Ordinances.

As an alternative to filing unpaid notices in District Court, the city may follow an alternate procedure. The City of Washington will provide a written notice to all owners of vehicles with unpaid parking violations that are more than 30 days old indicating the total amount due, including the \$5 late charge.

If no response or payment is made by the vehicle owner after ninety (90) days of issuance, the city may use an alternate method:

- A. Provide a list of the owner's name, driver's license or social security number, and the license plate numbers for all such unpaid fines to the Washington County Treasurer. The Treasurer will enter a "stop" on the registered owner(s) in the Iowa DOT system and refuse to renew the registration of any vehicle on which the individual is an owner, lessee, or primary operator pursuant to the authority of Iowa Code Section 321.40 and 321.236. (Code of Iowa, Sec. 321.236[1b] & 321L.4[2]). OR
- B. For persons with more than \$50 in unpaid fines, the city may provide the owner's name and social security number and amount owed to the State of Iowa Department of Administrative Services Offset Program.

Provided for reference only:

1.14 STANDARD PENALTY.

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section, or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least \$65.00 but not to exceed \$625.00. 1

(Code of Iowa, Sec. 364.3[2] and 903.1[1a])

70.06 IMPOUNDING VEHICLES.

A peace officer is hereby authorized to remove, or cause to be removed, a vehicle from a street, public alley, public parking lot or highway to the nearest garage or other place of safety, or to a garage designated or maintained by the City, under the circumstances hereinafter enumerated:

1. **Disabled Vehicle.** When a vehicle is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.

(Code of Iowa, Sec. 321.236[1])

2. **Illegally Parked Vehicle.** When any vehicle is left unattended and is so illegally parked as to constitute a definite hazard or obstruction to the normal movement of traffic.

(Code of Iowa, Sec. 321.236[1])

3. **Snow Removal.** When any vehicle is left parked in violation of a ban on parking during snow removal operations.

4. **Parked Over Limited Time Period.** When any vehicle is left parked for a continuous period in violation of any limited parking time **and the vehicle has been tagged with a warning notice of towing.** If the owner can be located, the owner ~~shall~~ **may** be given an opportunity to remove the vehicle **or the vehicle shall be towed.**

(Code of Iowa, Sec. 321.236[1])

5. **Junk Vehicle.** When a vehicle meets the definition of a junk vehicle as defined in City Ordinance Chapter 51 or the vehicle has one or more flat tires and has been parked or standing for more than 24 hours.

~~5-~~ 6. **Costs.** In addition to the standard penalties provided, the owner or driver of any vehicle impounded for the violation of any of the provisions of this chapter shall be required to pay the reasonable cost of towing and storage.

(Code of Iowa, Sec. 321.236[1])

**Parking
and
Street Regulations
Committee**



Proposed Ordinance Changes

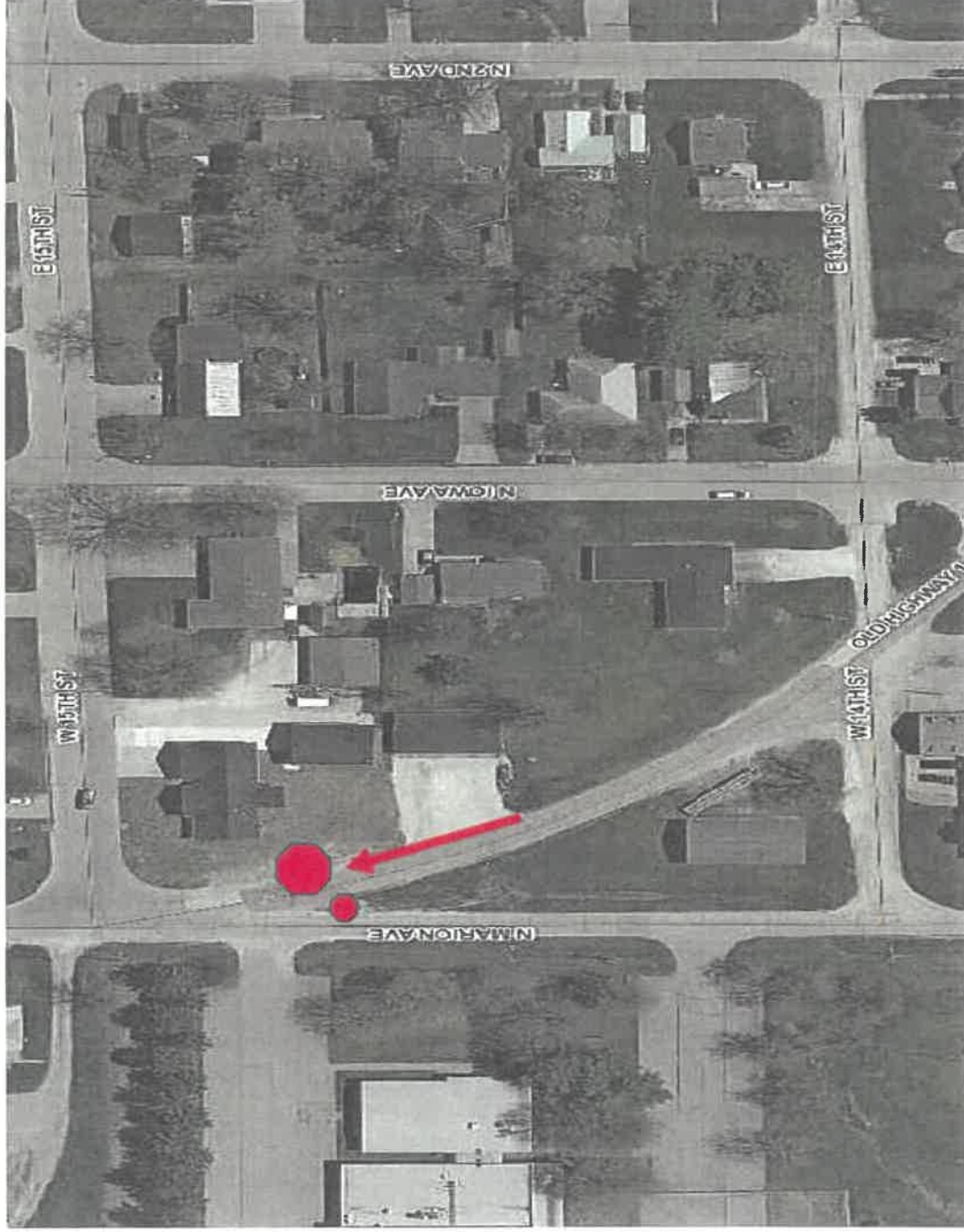
Presented to City Council – June 21, 2022

**65.02
STOP REQUIRED**

#267

**Proposed NEW
Stop Sign
Old Highway 1 &
North Marion Ave.
For NW-bound
traffic.**

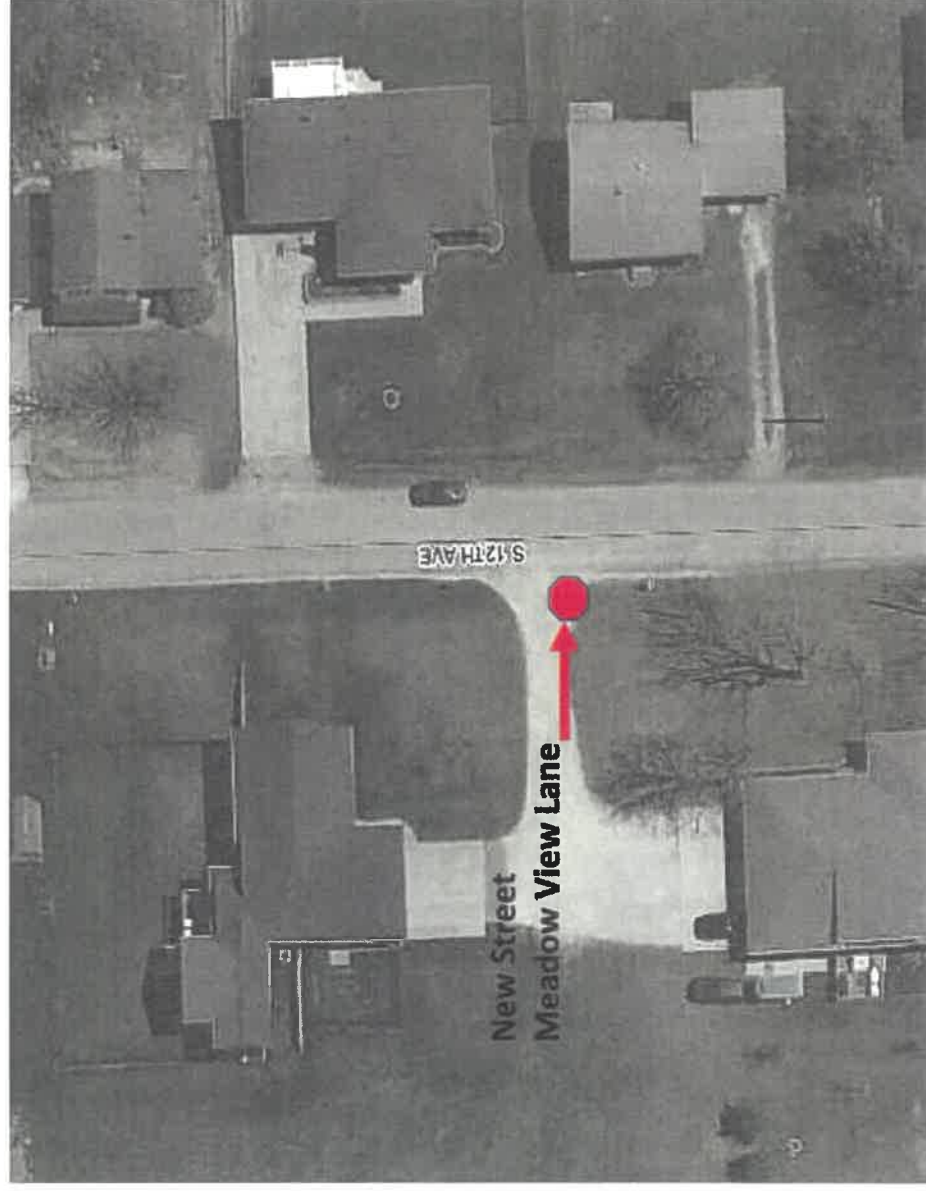
***Current Stop Sign for
northbound North
Marion would remain.***



**65.02
STOP REQUIRED**

#268

**Proposed NEW Stop
Sign for new street
Meadow View Lane
eastbound at South
12th Ave.**



69.08

NO PARKING ZONES

#s 9 - 103 - 104 -

105 - 106

East Main Street

East 2nd Street

Proposed

No Parking



69.08

NO PARKING ZONES

#38

South 4th Avenue

Proposed

No Parking

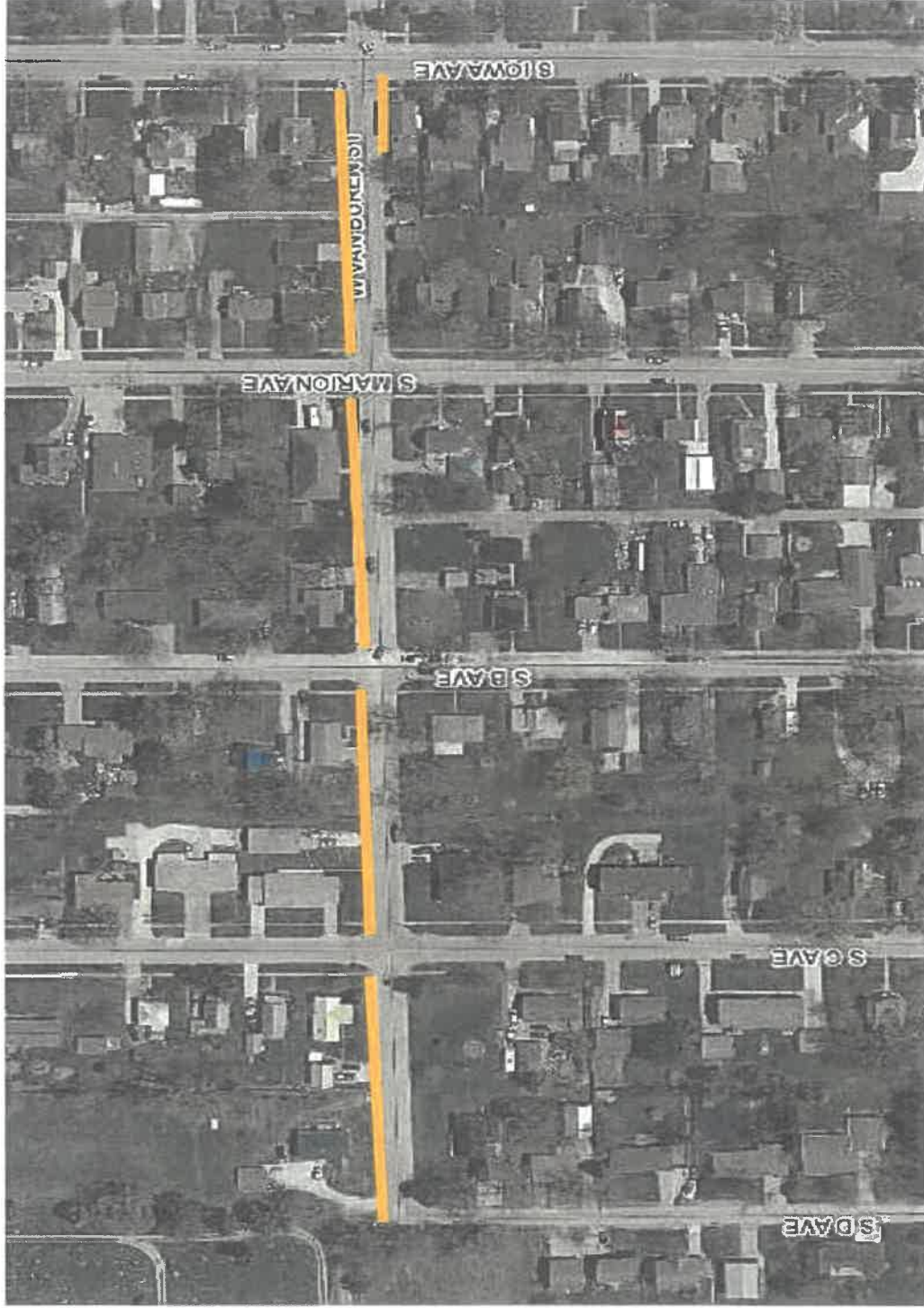


69.08
NO PARKING ZONES
#48
East Van Buren Street
Proposed
No Parking



**69.08
NO PARKING ZONES**

**#51
West Van Buren Street
Proposed
No Parking**



69.08
NO PARKING ZONES

#92
South 6th Avenue
Proposed
No Parking

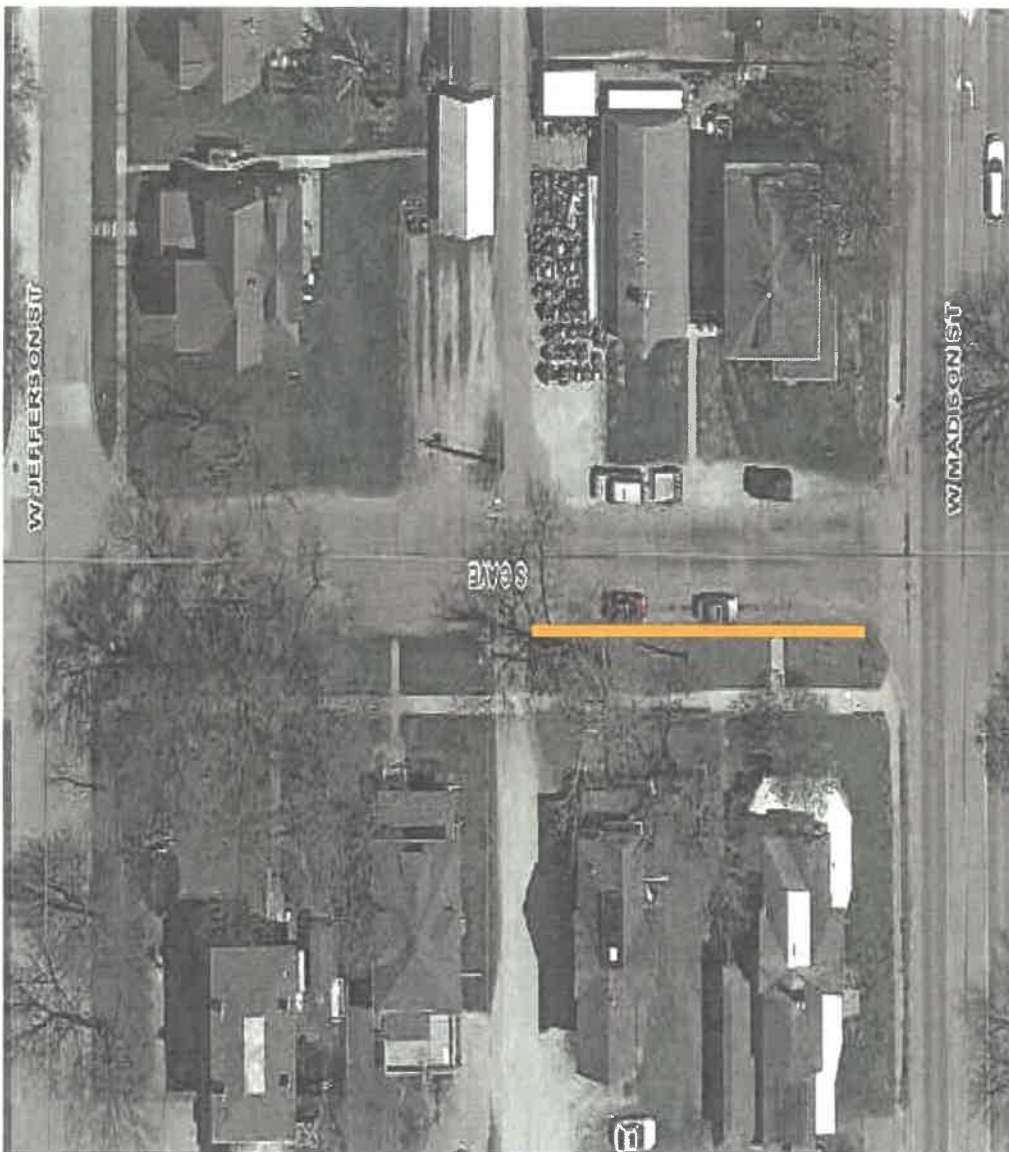


69.08
NO PARKING ZONES
#s 93 – 94
North Iowa Avenue
North Marion Avenue
Proposed
No Parking



69.08
NO PARKING ZONES

#102
South Avenue C
Proposed
No Parking

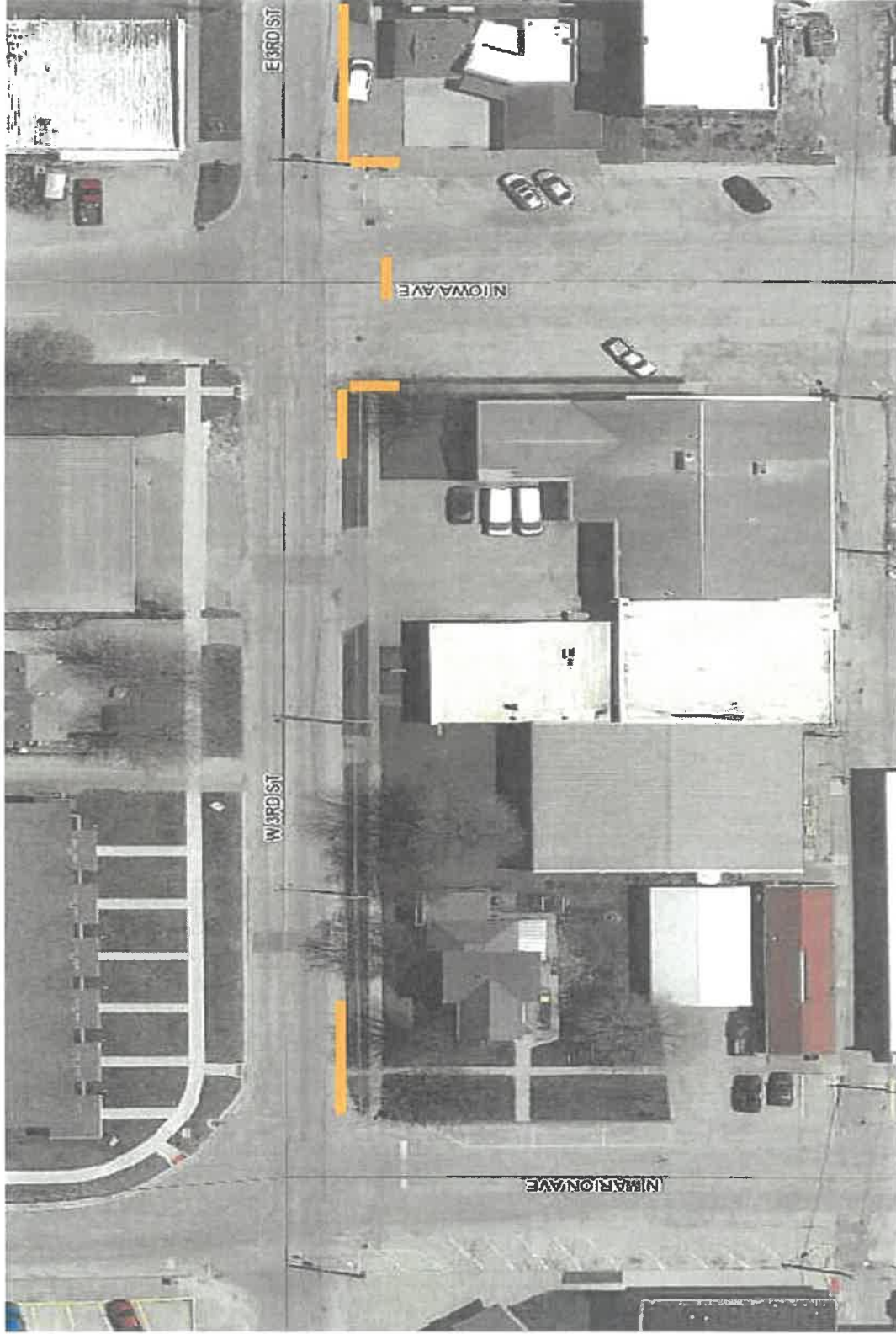


69.08

NO PARKING ZONES

**#s 107 – 108 – 109 –
110 – 111**

**East / West 3rd
North Marion
North Iowa
Proposed
No Parking**



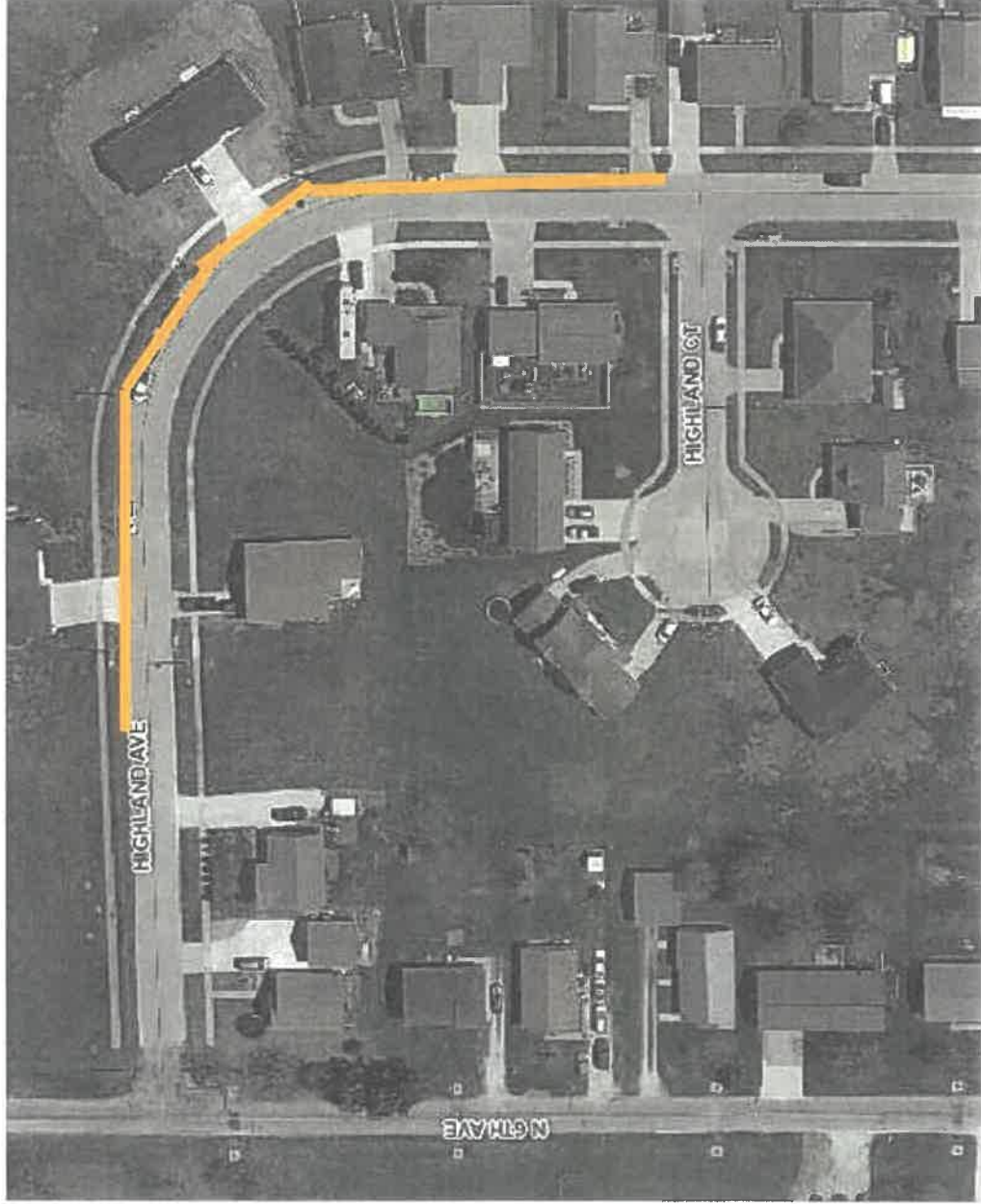
69.08
NO PARKING ZONES

#s 112 – 113
North Avenue D
Proposed
No Parking



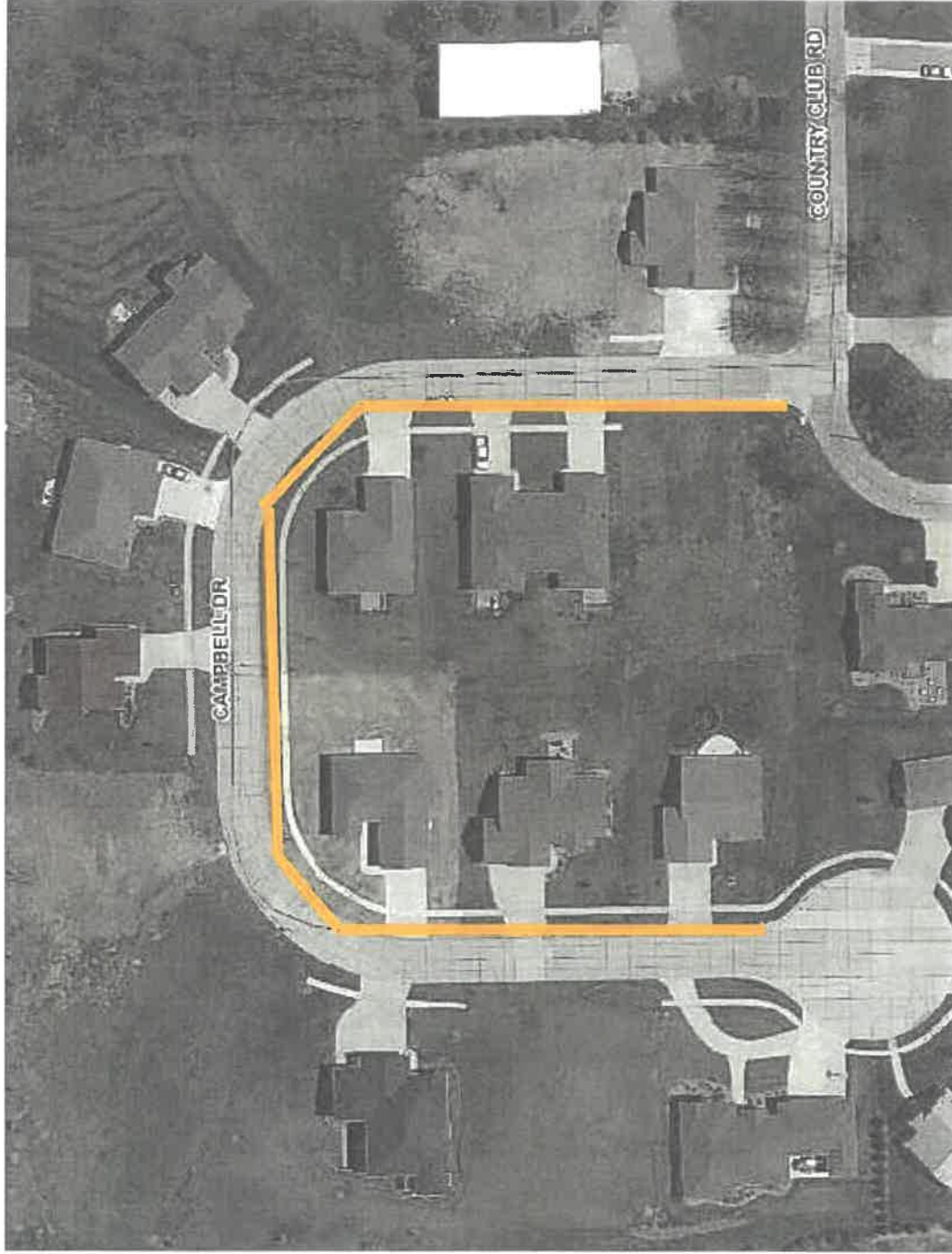
69.08
NO PARKING ZONES

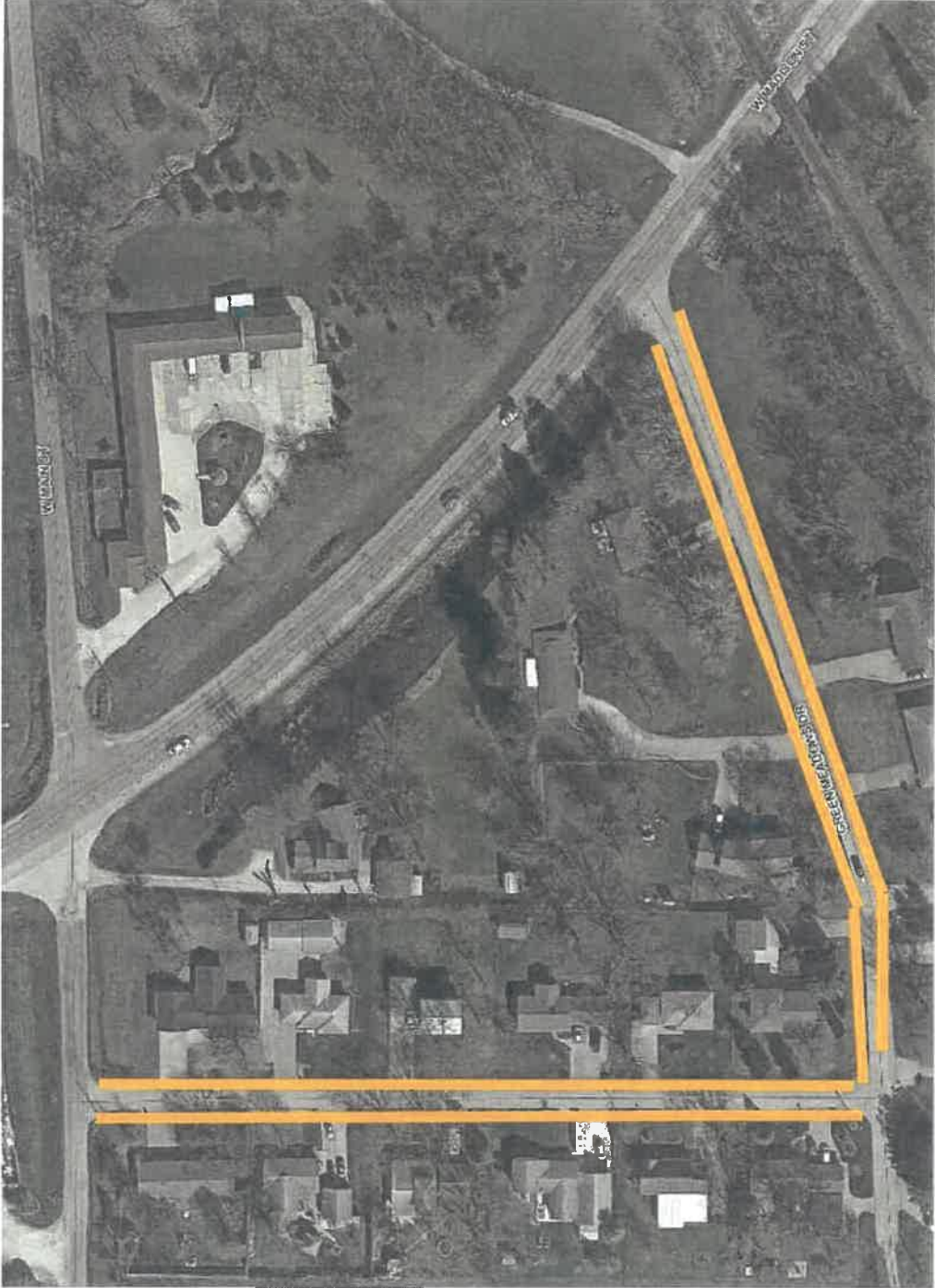
#114
Highland Ave
Proposed
No Parking



69.08
NO PARKING ZONES

#115
Campbell Drive
Proposed
No Parking





69.08
NO PARKING ZONES

#116
Green Meadows
Drive
Proposed
No Parking

69.08
NO PARKING ZONES

#s 117 – 118
North Iowa Avenue
Proposed
No Parking



**69.08
NO PARKING ZONES**

#s 119 – 120
East Tyler Street
Circle Drive
Proposed
No Parking

