



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, October 4, 2022

*To attend the meeting via Zoom go to:*

<https://us02web.zoom.us/j/84413261389?pwd=Sy9VMjg1dHpoYkkwTzFPTy84aUF2dz09>

*Meeting ID: 844 1326 1389*

*Passcode: 6536584*

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, October 4, 2022 to be approved as proposed or amended.

**Consent:**

1. Council Minutes September 20, 2022
2. Ahlers & Cooney, P.C., Series 2022 General Obligation Capital Loan Notes, \$14,900.00
3. Cahoy Pump Service Inc., Well No. 7, \$32,760.00
4. Garden & Associates, NLW Subdivision Phase 2, \$1,648.13
5. Garden & Associates, Buchanan Street Paving Project, \$1,819.03
6. Garden & Associates, Reconstruction of East Adams Street, \$5,659.21
7. Garden & Associates, Sanitary Sewer Extension South Washington, \$641.00
8. Kimrey Electric, Runway 18/36 Lighting, PAPIs, and REILs, \$42,132.13
9. LL Pelling Co., 2022 Seal Coat Program, \$4,559.26
10. Department Reports

**SPECIAL PRESENTATION**

- Mayoral Proclamation – Domestic Violence Awareness Month
- Halloween Trick-or-Treat in Washington

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

## **CLAIMS**

- Claims for October 4, 2022

## **NEW BUSINESS**

1. Discussion and Consideration of Biosolids Land Application Bid
2. Discussion and Consideration of Wellness Park Storage Shed
3. Discussion and Consideration of a Resolution Accepting Permanent Easements (*Water Main Project*)
4. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer
5. Discussion and Consideration of a Resolution Establishing Inspection Notice Policy
6. Discussion and Consideration of Pay Application No. 3 for East Adams Street Reconstruction Project (Cornerstone Excavating, Inc. \$326,650.79)

## **OLD BUSINESS**

1. Discussion and Consideration of Resolution Approving the Amended YMCA Agreement (*tabled*)

## **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 9-20-2022

The Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street on Tuesday, September 20, 2022, at 6:00 p.m. Mayor Rosien in the chair.

On roll call present: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist.

Motion by Gault, seconded by Youngquist, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, September 20, 2022, be approved. Motion carried.

Consent:

1. Council Minutes September 6, 2022
2. Bolton & Menk, Washington Airport/Fuel System Repair, \$6,814.25
3. Bolton & Menk, Runway 18/36 Lighting, \$3,990.50
4. Bolton & Menk, Runway 18/36 PAPI and REILs, \$3,103.00
5. Washington Chamber of Commerce, Annual City Contribution to City/Chamber Tourism, \$24,000.00
6. ECICOG, CDBG Rehabilitation Grant Administration, \$6,150.00
7. FOX Strand Associates, Highway 1 Development Concept Design, \$553.00
8. FOX Strand Associates, 2021 Water Main Improvements Final Design, \$2,752.00
9. FOX Strand Associates, Wastewater Treatment Plant Consultation; IRE Pretreatment, \$323.50
10. Iowa Municipalities Workers' Compensation Association, Installment 3 – Work Comp. Premium 22-23, \$6,909.00
11. Kevin Olson, City Attorney, August Legal Services, \$1,245.88
12. Lynch Dallas, P.C., Police Negotiations, \$296.00
13. PFM Financial Advisors LLC, General Obligation Capital Loan Notes, Series 2022, \$16,671.36
14. Swift & Swift LLC, Contractor Final Payment Request Housing Rehabilitation Program, 304 E. Van Buren Street, \$13,900.00
15. Panda Palace LLC, 100 West Main Street, Special Class C Liquor License, Sunday Sales (renewal)
16. The Tippy Traveler's LLC, 208 South Marion Avenue, Five-Day Special Class C Liquor (September 29-October 3, 2022), Outdoor Service
17. Department Reports

Motion by Stigers, seconded by Youngquist, to approve consent items 1-17. Motion carried.

Jeremy Vittetoe with St. James presented a special event request for the St. James School Fall Color Run, October 7, 2022. Motion by Gault, seconded by Earnest, to approve the St. James School Color Run event request for October 7, 2022. Motion carried.

Code Enforcement Officer Elaine Jennings presented the September nuisance update.

Pastor Joseph Brown and Dan Woodward of Marion Avenue Baptist Church presented a bus parking variance request to the City Council to allow buses to continue to park bumper to bumper in the angled parking spaces on Sundays on the south and west sides of the church.

Presentation from the public: Russell Lyon spoke against train quiet zones and asked council to consider a partial quiet zone in the future. Dennis Franzen spoke against train quiet zones. Mayor Rosien explained the quiet zone study listed on the agenda is to gather data for council to review and decide at a future meeting.

Claims for September 20, 2022 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Gault, to approve the claims for September 20, 2022. Motion carried.

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

Motion by Youngquist, seconded by Stigers, to approve the August 2022 Financial Report. Motion carried

Motion by Earnest, seconded by Gault, to approve a Resolution Approving Tax Abatement under the Washington Urban Revitalization Plan for Washington, Iowa for 503 S. 15<sup>th</sup> Avenue. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-110)**

Cemetery Sexton Nick Duvall presented a proposal to fix a portion of the Woodlawn Cemetery fence. Bids received:

- Gullett Fence & Guard Rail Inc.: \$5,355.00
- D&N Fence Co., Inc.: \$6,385.00

Motion by Youngquist, seconded by Stigers, to approve the Woodlawn Cemetery Fence Project with Gullett Fence & Guard Rail Inc. for \$5,355.

After discussion, motion by Moore, seconded by Gault, to approve the bus parking variance request for Marion Avenue Baptist Church on the south and west sides of the church. Motion carried.

Building and Zoning Official Jeff Duwa presented recommendations from the Planning and Zoning Commission.

Property owner David Robbs was in attendance and answered questions about his property. Motion by Stigers, seconded by Glinsmann, to approve the Preliminary Plat for Wiley Subdivision Fourth Addition. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve the Minor Site Plan for Wiley Subdivision Fourth Addition. Motion carried.

Property owner Jeff Hazelett was in attendance. Motion by Gault, seconded by Earnest, to approve a Resolution Approving the Final Plat for Country Club View Subdivision. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-111)**

Motion by Earnest, seconded by Gault, to approve the Major Site Plan for MJL Enterprises at 1404 E. Washington St. Motion carried.

Project manager Krisandra Lippert via Zoom answered questions on the Scooter's proposed site. Neighboring property owner Brian Murphy asked questions regarding access to parking. Lippert stated there will be no impact to parking on South Iowa. Additional comments were received from Isabella Santoro.

Motion by Gault, seconded by Stigers, to approve the Major Site Plan for Scooter's Coffee at 321 S. Iowa Ave. Motion carried.

Motion by Earnest, seconded by Gault, to approve the Minor Site Plan for Sunset Diesel at Lot No. 10 of the Business Park Subdivision. Motion carried.

Motion by Glinsmann, seconded by Youngquist, to approve the Resolution to Approve an Amended YMCA Agreement. Further council discussion was held. Mayor Rosien did not acknowledge the initial motion. Motion by Gault, seconded by Moore, to table the Resolution to Approve an Amended YMCA Agreement. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none.

Absent: none. Motion carried.

Motion by Earnest, seconded by Youngquist, to approve Pay Application No. 1 for Country Club View Subdivision to DeLong Construction for \$333,967.75. Motion carried.

Motion by Youngquist, seconded by Gault, to approve Pay Application No. 4 for NLW Plat 2 to DeLong Construction for \$203,852.00. Motion carried.

Motion by Gault, seconded by Earnest, to approve Pay Application No. 9 for West Buchanan Street Project to DeLong Construction for \$158,695.08. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve the Third and Final Reading of an Ordinance Amending Chapter 69 Parking Regulations – Parking for Certain Purposes Illegal, Parking Prohibited, No Parking Zones, Truck Parking Limited. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Ordinance 1139)**

Additional comments were received from Suzanne Wood. After discussion, motion by Moore, seconded by Stigers, to approve the Third and Final Reading of an Ordinance Amending Chapter 69.13 Parking Regulations – Snow Ban Parking and Snow Emergency. Roll call on the motion: Ayes: Earnest, Gault, Moore, Stigers, and Youngquist. Nays: Glinsmann. Absent: none. Motion carried. **(Ordinance 1140)**

Discussion on quiet zone study proposals related to the railroad merger was held. Additional comments were received from Laurie Wittmayer-O'Neill. Bids received for quiet zone study:

- SRF Consulting Group, Inc.: \$36,000
- Bolton & Menk, Inc.: \$41,472.00

Motion by Earnest, seconded by Youngquist, to approve a Quiet Zone Study with SRF Consulting Group, Inc. for \$36,000. Motion carried.

Arielle Giordano and Larry Lloyd with Canadian Pacific Railroad answered questions via Zoom regarding two offers related to the railroad merger presented to the city. Council discussed the options and consensus was found to continue conversations with CP staff and to present a counter-offer with further discussion and consideration to be had at a future council meeting.

Department reports were presented.

Motion by Glinsmann, seconded by Gault, that the Regular Session held at 6:00 p.m., Tuesday, September 20, 2022, is adjourned at 8:14 p.m.

Sally Y. Hart, City Clerk



September 23, 2022

BRENT D. HINSON  
CITY ADMINISTRATOR  
CITY OF WASHINGTON  
215 E. WASHINGTON  
WASHINGTON, IA 52353

Invoice #: 830757  
Client #: 11307  
Matter #: 64  
Billing Attorney: JLC

**INVOICE SUMMARY**

RE: SERIES 2022 GENERAL OBLIGATION CAPITAL  
LOAN NOTES

For professional services rendered and costs advanced through September 19, 2022:

Total Professional Services	\$ 14,900.00
Total Expenses	<u>          \$ .00</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 14,900.00</b>

*DM*

# Cahoy Pump Service, Inc.

Phone: 563-578-1130  
 24568 150th Street  
 Sumner, IA 50674

# Invoice

Date	Invoice #
9/9/2022	26188

<b>Bill To</b>
Washington Municipal Water Department 215 East Washington Street PO Box 516 Washington, IA 52353

P.O. No.	Terms
Proposal	

Description	Amount
Well NO.: 7	
1. Base work completed per proposal dated 7/1/22	29,990.00
2. 100 HP all SS motor with freight	15,672.00
Standard Pump - in 7/1/22 proposal.	Subtract <u>- 12,902.00</u>
600-6-8010- <u>6350</u> Initials <u>KW</u>	
EXP. _____	
Vender # _____ Date Rec. _____	
Due Date _____ Inv # _____	
	\$ 32,760
<b>Total</b>	<del>\$45,662.00</del>



# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> 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

September 19, 2022  
Invoice No: 44133

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

Professional Services for the Period: August 19, 2022 to September 15, 2022

### Professional Services

	Hours	Rate	Amount	
Surveyor 3	2.00	107.00	214.00	
Technician #2	2.00	102.00	204.00	
Technician #4	9.25	89.00	823.25	
Totals	13.25		1,241.25	
<b>Total Professional Services</b>				<b>1,241.25</b>

### Unit Billing

Mileage			77.88	
GPS Survey Equipment			94.00	
Robot Total Station Equipment			235.00	
<b>Total Units</b>			<b>406.88</b>	<b>406.88</b>

**Total Project Invoice Amount \$1,648.13**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE





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## INVOICE

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

September 19, 2022  
Invoice No: 44132

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

**Professional Services for the Period: August 19, 2022 to September 15, 2022**

### Professional Services

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal Engineer	4.50	160.00	720.00	
Surveyor 3	5.00	107.00	535.00	
Technician #2	.50	102.00	51.00	
Technician #4	4.00	89.00	356.00	
Totals	14.00		1,662.00	
<b>Total Professional Services</b>				<b>1,662.00</b>

### Unit Billing

Mileage		39.53	
Robot Total Station Equipment		117.50	
<b>Total Units</b>		<b>157.03</b>	<b>157.03</b>

**Total Project Invoice Amount \$1,819.03**

GARDEN & ASSOCIATES, LTD.

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## INVOICE

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

September 19, 2022  
Invoice No: 44131

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

Professional Services for the Period: August 19, 2022 to September 15, 2022

### Professional Services

	Hours	Rate	Amount	
Principal Engineer	7.00	160.00	1,120.00	
Surveyor 1	2.50	130.00	325.00	
Surveyor 3	21.00	107.00	2,247.00	
Technician #2	2.75	102.00	280.50	
Technician #4	8.75	89.00	778.75	
Totals	42.00		4,751.25	
<b>Total Professional Services</b>				<b>4,751.25</b>

### Unit Billing

Mileage		202.96	
Robot Total Station Equipment		705.00	
<b>Total Units</b>		<b>907.96</b>	<b>907.96</b>

**Total Project Invoice Amount** **\$5,659.21**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE



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## INVOICE

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

September 19, 2022  
 Invoice No: 44130

Project 3021284  
 Client ID# 20040

Washington - Sanitary Sewer Extension - South Washington.

Professional Services for the Period: August 19, 2022 to September 15, 2022

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal Engineer	2.00	160.00	320.00	
Surveyor 3	3.00	107.00	321.00	
Totals	5.00		641.00	
<b>Total Professional Services</b>				<b>641.00</b>
				<b>Total Project Invoice Amount</b>
				<b>\$641.00</b>

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

**Contractor's Application for Payment**

<b>Owner:</b>	<u>Washington Airport Commission</u>	<b>Owner's Project No.:</b>	<u>3-19-0093-015-2022</u>
<b>Engineer:</b>	<u>Bolton &amp; Menk, Inc.</u>	<b>Engineer's Project No.:</b>	<u>OT5. 126255</u>
<b>Contractor:</b>	<u>Kimrey Electric</u>	<b>Other Project No.:</b>	<u>3-19-0093-016-2022</u>
<b>Project:</b>	<u>Runway 18/36 Lighting, PAPIs, and REILs</u>		
<b>Contract:</b>	<u>Electrical</u>		

<b>Application No.:</b>	<u>2</u>	<b>Application Date:</b>	<u>9/14/2022</u>
<b>Application Period:</b>	<b>From</b> <u>8/25/2022</u>	<b>to</b>	<u>9/9/2022</u>

1. Original Contract Price	\$	338,972.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	338,972.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	118,724.73
5. Retainage		
a. <u>5%</u> X \$ <u>104,300.00</u> Work Completed	\$	5,215.00
b. <u>5%</u> X \$ <u>14,424.73</u> Stored Materials	\$	721.24
c. Total Retainage (Line 5.a + Line 5.b)	\$	5,936.24
6. Amount eligible to date (Line 4 - Line 5.c)	\$	112,788.49
7. Less previous payments (Line 6 from prior application)	\$	70,656.36
8. Amount due this application	\$	<b>42,132.13</b>

**Contractor's Certification**


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;


(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Kimrey Electric

**Signature:**  **Date:** 9/14/2022

**Name:** Dean Kimrey **Title:** Owner

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Name:</b> <u>Carl L. Byers, P.E.</u>	<b>Name:</b> _____
<b>Title:</b> <u>Aviation Project Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>9/14/2022</u>	<b>Date:</b> _____

Progress Estimate - Unit Price Work

Owner: Washington Airport Commission  
 Engineer: Bolton & Menk, Inc.  
 Contractor: Kimrey Electric  
 Project: Runway 18/36 Lighting, PAPIs, and REILS  
 Contract: Electrical

Contractor's Application for Payment

Owner's Project No.: 3-19-0093-015-2022  
 Engineer's Project No.: 075. 126255  
 Other Project No.: 3-19-0093-016-2022

Application No.:		Application Period:		From		To		Application Dates:				
2		08/25/22		09/09/22		09/14/22						
Item No.	Description	Contract Information		Value of Work Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Work Completed Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units									
Original Contract												
1	MOBILIZATION	1.00	LS	6,000.00	0.25	1,500.00	0.50	3,000.00		3,000.00	50%	3,000.00
2	TRAFFIC CONTROL	1.00	LS	5,000.00	0.25	1,250.00	0.50	2,500.00		2,500.00	50%	2,500.00
3	CONSTRUCTION SURVEY	1.00	LS	3,500.00	0.25	375.00	0.50	750.00		750.00	50%	750.00
4	TRENCHING	12,000.00	LF	1.20		14,400.00	5,000.00	6,000.00		6,000.00	42%	8,400.00
5	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	12,260.00	LF	1.30		15,938.00	5,000.00	6,500.00	3,079.28	9,579.28	50%	6,358.72
6	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING CONNECTIONS/TERMINATIONS AND GROUND RODS	11,590.00	LF	1.60		18,544.00			4,200.00	4,200.00	23%	14,344.00
7	ELECTRICAL DUCT (2) 2" PVC/HDPPE, BORED IN PLACE	95.00	LF	14.00		1,330.00						1,330.00
8	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC/HDPPE, IN TRENCH	12,000.00	LF	1.70		20,400.00	5,000.00	8,500.00		8,500.00	42%	11,900.00
9	ELECTRICAL HANDHOLE, L-867, SIZE B	12.00	EA	600.00		7,200.00	5.00	3,000.00		3,000.00	42%	4,200.00
10	L-861 LED RUNWAY EDGE LIGHT, BASE MOUNTED (MIRL)	40.00	EA	900.00	32.00	28,800.00	32.00	28,800.00	2,734.03	31,534.03	88%	4,465.97
11	L-861SE LED RUNWAY THRESHOLD LIGHT, BASE MOUNTED (MIRL)	16.00	EA	950.00		15,200.00	12.00	11,400.00	1,367.01	12,767.01	84%	2,432.99
12	L-858R GUIDANCE SIGN, 3 MODULE, FURNISH & INSTALL	1.00	EA	4,000.00		4,000.00						4,000.00
13	REMOVE RUNWAY EDGE/THRESHOLD LIGHT	40.00	EA	200.00	40.00	8,000.00		8,000.00		8,000.00	100%	
14	SPARE PARTS, AS LISTED	1.00	LS	2,000.00		2,000.00						2,000.00
A1	MOBILIZATION	1.00	LS	2,000.00		2,000.00						2,000.00
A2	TRAFFIC CONTROL	1.00	LS	500.00	0.25	500.00	0.50	1,000.00		1,000.00	50%	1,000.00
A3	CONSTRUCTION SURVEY	1.00	LS	500.00	0.25	125.00	0.50	250.00		250.00	50%	250.00
A4	TRENCHING	2,100.00	LF	1.20		2,520.00	0.50	250.00		250.00	50%	2,500.00
A5	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	2,500.00	LF	1.30		3,250.00						3,250.00
A6	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING CONNECTIONS/TERMINATIONS AND GROUND RODS	2,100.00	LF	1.60		3,360.00						3,360.00
A7	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC/HDPPE, IN TRENCH	2,100.00	LF	1.70		3,570.00						3,570.00
A8	ELECTRICAL HANDHOLE, L-867, SIZE B	2.00	EA	600.00		1,200.00						1,200.00
A9	L-861T LED TAXIWAY EDGE LIGHT (MIRL), BASE MOUNTED	32.00	EA	800.00		25,600.00	23.00	18,400.00	3,044.41	21,444.41	84%	4,155.59
A10	REMOVE TAXIWAY EDGE LIGHT	26.00	EA	200.00	26.00	5,200.00	26.00	5,200.00		5,200.00	100%	
				DIVISION 1 TOTALS		203,212.00		103,550.00	14,424.73	117,974.73	59%	85,237.27
1	MOBILIZATION	1.00	LS	2,000.00	0.25	500.00	0.25	500.00		500.00	25%	1,500.00
2	TRAFFIC CONTROL	1.00	LS	500.00	0.25	125.00	0.25	125.00		125.00	25%	375.00
3	CONSTRUCTION SURVEY	1.00	LS	500.00	0.25	125.00	0.25	125.00		125.00	25%	375.00
4	TRENCHING	3,600.00	LF	1.20		4,320.00						4,320.00
5	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	300.00	LF	1.30		390.00						390.00
6	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING CONNECTIONS/TERMINATIONS AND GROUND RODS	300.00	LF	1.60		480.00						480.00
7	NO. 4 AWG, 600V, L-824, CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	11,600.00	LF	2.20		25,520.00						25,520.00
8	NO. 4 AWG, 600V, L-824 GROUND CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	5,800.00	LF	2.20		12,760.00						12,760.00
9	ELECTRICAL DUCT BANK, WITH (2) 2" CONDUITS, BORED IN PLACE	95.00	LF	34.00		1,330.00						1,330.00
10	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC/HDPPE, IN TRENCH	4,800.00	LF	1.70		8,160.00						8,160.00
11	ELECTRICAL HANDHOLE, L-867, SIZE B	8.00	EA	600.00		4,800.00						4,800.00
12	L-881 PAPI SYSTEM, COMPLETE, IN PLACE	2.00	EA	15,000.00		30,000.00						30,000.00
13	L-849I REIL SYSTEM, COMPLETE, IN PLACE	2.00	EA	14,000.00		28,000.00						28,000.00
14	REMOVE PAPI SYSTEM	2.00	EA	3,000.00		6,000.00						6,000.00
15	REMOVE REIL SYSTEM	2.00	EA	1,500.00		3,000.00						3,000.00
				DIVISION 2 TOTALS		135,760.00		750.00		750.00	1%	135,010.00
				Original Contract Totals		338,972.00		104,300.00	14,424.73	118,724.73	35%	230,247.27





**Stored Materials Summary**

**Contractor's Application for Payment**

**Owner:** Washington Airport Commission  
**Engineer:** Bolton & Menk, Inc.  
**Contractor:** Kimrey Electric  
**Project:** Runway 18/36 Lighting, PAPIs, and REILS  
**Contract:** Electrical  
**Owner's Project No.:** 3-19-0093-015-2022  
**Engineer's Project No.:** OTS-126235  
**Contractor's Project No.:** 3-19-0093-016-2022

A Item No. (Line Item Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	Application Period: From 08/25/22 to 09/09/22				Application Date: 09/14/22		
						G Previous Amount Stored (\$)	H Materials Stored Amount Stored this Period (\$)	I Amount Stored to Date (6+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)	M Materials Remaining in Storage (L-I) (\$)
5	84661	2	Airport Lighting Cable	On Site	1		5,200.00	5,200.00			2,120.72	3,079.28
6	84661	2	Solid SD Bare Copper Wire	On Site	1		4,200.00	4,200.00				4,200.00
10	A/2022/203	2	Cans, Covers, Gaskets, Transformers, etc.	On Site	1		3,757.92	3,757.92	3,006.34		3,006.34	751.58
10	A/2022/204	2	Cans, Covers, Gaskets, Transformers, etc.	On Site	1		9,912.23	9,912.23	7,929.78		7,929.78	1,982.45
11	A/2022/203	2	Cans, Covers, Gaskets, Transformers, etc.	On Site	1		1,503.17	1,503.17			1,127.38	375.79
11	A/2022/204	2	Cans, Covers, Gaskets, Transformers, etc.	On Site	1		3,964.90	3,964.90			2,973.68	991.22
A9	A/2022/203	2	Cans, Covers, Gaskets, Transformers, etc.	On Site	1		2,218.23	2,218.23			1,552.76	665.47
A9	A/2022/204	2	Cans, Covers, Gaskets, Transformers, etc.	On Site	1		7,929.79	7,929.79			5,550.85	2,378.94
<b>Totals</b>							\$ 38,686.24	\$ 38,686.24	\$ 30,936.12	\$ 13,325.39	\$ 24,261.51	\$ 14,424.73



Remit to:  
 L L Pelling Co.  
 P.O. Box 230  
 North Liberty IA 52317  
 www.llpelling.com

# INVOICE

Invoice #:	27247
Date:	9/23/2022
Customer #:	100221
Customer Job:	2011.22.2.RisRetainage
Customer PO:	
Total Due:	4,559.26
Page 1 of 1	

Contract: 2011.22 Washington 2022 Seal Coat Program

To: Washington, City of  
 PO Box 516  
 Washington, IA 52353

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

**Contract: 2011.22 Washington 2022 Seal Coat Program**

Cont Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Current Quantity	Current Amount	JTD Quantity	JTD Amount
10	Mobilization	1,000	LS.	16,655.00	16,655.00	0.000	0.00	1,000	16,655.00
20	Binder Bitumen, MC-3000	13,840,000	GAL	4.70	65,048.00	0.000	0.00	9,398,760	44,174.17
30	Cover Aggregate	593,000	TON	53.95	31,992.35	0.000	0.00	535,270	28,877.82
40	Granular Subbase	200,000	TON	40.50	8,100.00	0.000	0.00	0.000	0.00
50	Surface Correction	1,280,000	SY	1.85	2,381.00	0.000	0.00	799,000	1,478.15
60	Primer Bitumen, MC-70	252,000	GAL	5.35	1,348.20	0.000	0.00	0.000	0.00
					125,474.55				91,185.14

Amounts Billed	0.00	91,185.14
Less Retainage	0.00	0.00
Plus Retainage Release	4,559.26	
Less Previous Billings		-86,625.88
<b>Total Due This Invoice</b>	<b>4,559.26</b>	<b>4,559.26</b>

Invoice #: 27247      Date: 9/23/2022      Customer #: 100221



City Administrator Report  
October 4, 2022

- Kiwanis's Amer's meeting on Friday
- Nuisance meeting Thursday
- Holding Council one-on-one and department heads one-on-one
- **Country Club Drive Project:** Sewer boring is done. DeLong is continuing the underground work.
- **NLW:** Grading and seeding. Fire hydrant getting moved.
- **Buchanan Street:** Sewer inlet lids are in and getting put in. Backfill and seeding continuing.
- **East Adams:** Phase 2 paving is done. Phase 3 is getting prepped for paving
- Development Services staff meeting Monday
- Homeless Forum is Monday, October 3 6-8pm at the UP church
- Zoom meeting on Monday to review applications for Main Street Director position
- Rental Inspection review meeting Tuesday at 8:30am
- Zoom meeting regarding Great Places
- Present on updates in Washington to noon Rotary
- Lunch meeting on Friday, October 7 on potential housing development
- Main Street meeting Monday, October 10<sup>th</sup>
- Reminder that September 28-30 many of staff and council members will be at the Iowa League's annual conference in Waterloo.
- Reminder we will be having our goal setting session on October 11<sup>th</sup>. Can we start the council session at 4pm???

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

9-3-22/9-16-22

**STREETS:** Personnel poured 24 yards of concrete in numerous locations including street patches and sidewalks. Street sweeper was out around town.

**WATER DISTRIBUTION:** Personnel repaired the 12th water main break of the year located on North Marion Ave just north of West 11th St (4 inch CIP).

**SEWER COLLECTION:** Personnel flushed terminal manholes and trouble spots using 20,000 gallons of water. Personnel replaced a section of sanitary sewer in the 900 block of South Ave D (12 ft of 8 inch PVC).

**STORM SEWER COLLECTION:** Personnel jetted and televised a storm sewer located at North 6th Ave-East 7th St. Crews repaired an intake located at North 12th Ave-East 3rd St.

**MECHANIC/SHOP:** Personnel serviced JD end loader and CAT end loader, JD backhoe, FD truck 4 (cab lights issue), PD K-9 Unit, WWTP tractor, PD Trailblazer (headlight), 113 and 111 (snow plow repair).

**OTHER:** Personnel continued the yard waste route. Personnel responded to 68 One Call Locates. Personnel set up barricades and cones for numerous events including Lincoln School Bikeathon, Craft Fair, Heroes game at Case field and Hospice walk/run benefit.

\*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.

**Proclamation**  
**Domestic Violence Awareness Month**  
**October 2022**

**Whereas**, domestic violence, dating violence, and stalking affects women, children, and men of all racial, cultural, and economic backgrounds, causing long-term physical, psychological, and emotional harm; and

**Whereas**, one in three Americans has witnessed an incident of domestic violence; and

**Whereas**, children who experience domestic violence are at a higher risk for failure in school, mental illness, substance abuse, suicide, and may choose violence as a way to solve problems later in life; and

**Whereas**, domestic violence in rural communities exists as a hidden, silent, and often unrecognized crime that is often underreported; and

**Whereas**, through the inspiration, courage, and persistence of victims of domestic violence, their children, and advocates, our communities are learning to recognize the impact of violence in the home and within intimate relationships; and

**Whereas**, the Domestic Violence Intervention Program has worked to end violence in intimate relationships for more than 40 years through the collaborative partnerships of advocates, volunteers, local municipalities, criminal justice, health and human services, faith communities, business leaders, and private citizens; and

**Whereas**, our community's achievements should be commended and we must continue our commitment to respect and support victims of domestic violence and to prevent future violence in our community.

**Now, therefore**, be it resolved that we, the City of Washington do hereby proclaim the month of October 2022 to be:

**Domestic Violence Awareness Month**

in the City of Washington and urge all people to work together to eliminate domestic violence, dating violence, and stalking from our community.

Signed this 4<sup>th</sup> day of October 2022, in the City of Washington

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Mayor Jaron P. Rosien  
City of Washington

**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
OCTOBER 4, 2022**

<b>POLICE</b>	ALLIANT ENERGY	ALLIANT ENERGY	892.81	
	ARCHER APPLIANCE	WATER FILTER	59.99	
	ARNOLD MOTOR SUPPLY	PARTS	348.65	
	BOUND TREE MEDICAL, LLC	PPE-GLOVES	529.80	
	CAPITAL ONE	POLICE SUPPLIES	16.98	
	GALLS LLC	NEW HIRE SUPPLIES	584.59	
	MARCO, INC.	COPIER- PRINTER CONTRACT	389.54	
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	54.99	
	SYNNEX FINANCIAL SERVICES	TABLET LEASE	604.26	
	WASH CHAMBER OF COMMERCE	LEADERSHIP WASHINGTON	350.00	
	WASHINGTON DISCOUNT TIRE	TIRES FOR POLICE DEPT	710.16	
		<b>TOTAL</b>	<b>4,541.77</b>	
	<b>FIRE</b>	ALLIANT ENERGY	ALLIANT ENERGY	2,008.81
		ARNOLD MOTOR SUPPLY	PARTS	1,057.99
MIDWEST BREATHING AIR SYSTEMS		SCBA AIR COMP MAINT	968.01	
MIDWEST WHEEL		AIR DRYER	623.90	
RELIANT FIRE APPARATUS		AERIAL LIGHT	203.41	
WASH CHAMBER OF COMMERCE		LEADERSHIP WASHINGTON	350.00	
		<b>TOTAL</b>	<b>5,212.12</b>	
<b>EMS</b>		AMAZON CAPITAL SERVICES	CO DETECTOR	154.00
		<b>TOTAL</b>	<b>154.00</b>	
<b>DEVELOPMENT SERVICES</b>	CAPITAL ONE	SUPPLIES , FLOOR CLEANER	109.48	
	IOWA CHAPTER IAEI	CLASS REGISTRATION- JEFF D	60.00	
	WASHINGTON DISPOSAL LLC.	NO TAX--DUMP PILE IN ALLEY	100.00	
		<b>TOTAL</b>	<b>269.48</b>	
<b>LIBRARY</b>	BAKER & TAYLOR	LIBRARY MATERIALS	1,215.74	
	BLACKSTONE PUBLISHING	AUDIOBOOKS	77.90	
	CAPITAL ONE	SUPPLIES , FLOOR CLEANER	169.97	
	CLARION- PLAINSMAN	SUBSCRIPTION	42.00	
	OVERDRIVE, INC.	DIGITAL MATERIALS	205.23	
	THE NEWS	SUBSCRIPTION FOR LIBRARY	46.00	
	VALENTINE, TAMMY	HOMEBOUND DELIVERY, SUPP,	3.75	
	WASH CHAMBER OF COMMERCE	LEADERSHIP WASHINGTON	350.00	
		<b>TOTAL</b>	<b>2,110.59</b>	
	<b>PARKS</b>	ALLIANT ENERGY	ALLIANT ENERGY	907.12
BEACON ATHLETICS		FIELD DRAG	1,249.00	
COBB OIL CO., INC-BP ONE TRIP		FUEL	38.85	
G & R MILLER CONSTRUCTION		WP TILE REPAIR	48.00	
RICHARDSON, MARINA		FY23 MUNICIPAL BAND PAY	67.50	
WASH CHAMBER OF COMMERCE		LEADERSHIP WASHINGTON	350.00	
WASHINGTON LUMBER		PRUNING BLADE	6.39	
WASHINGTON RENTAL		TRIMMER HEAD	12.68	
		<b>TOTAL</b>	<b>2,679.54</b>	
<b>CEMETERY</b>		ALLIANT ENERGY	ALLIANT ENERGY	177.54
	ARNOLD MOTOR SUPPLY	PARTS	187.42	
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	45.00	
	GRAINGER	HYDRANT WRENCH/VALVE/ADAPT	452.44	
	IDEAL READY MIX	FLAG POLE CONCRETE	737.10	
	WRENNS MILL ENTERPRISES, LLC	CHAIR COVERS AND STRAPS	422.75	
		<b>TOTAL</b>	<b>2,022.25</b>	

<b>FINANCIAL ADMIN</b>	AHLERS & COONEY, P.C.	PROFESSIONAL SERVICE	44.00
	ALLIANT ENERGY	ALLIANT ENERGY	1,562.41
	CAPITAL ONE	SUPPLIES , FLOOR CLEANER	169.97
	CUSTOM IMPRESSIONS INC	NOTARY STAMP	28.95
	DE LAGE LANDEN FINANCIAL SERVICES INC	COPIER LEASE	154.98
	IMFOA	OCT '22 CONFERENCE-KELSEY	125.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	280.00
	POSTMASTER	ANNUAL PERMIT #85-PRESORT	275.00
	QUILL	OFFICE SUPPLIES	53.08
	SIMMERING-CORY, INC.	JULY 2022 SUPPLEMENT-ORD.	133.00
	ULINE	CLEAR DOOR KNOB BAGS	46.50
	WMPF GROUP LLC	LEGAL ADVERTISING	597.44
		<b>TOTAL</b>	<b>3,470.33</b>
	<b>AIRPORT</b>	CLOUDBURST 9	INTERNET
RIDGETOP SEAMLESS GUTTERS		DOWNSPOUTS & GUTTERS- AIRP	1,350.00
WASHINGTON DISCOUNT TIRE		SERVICE	216.26
		<b>TOTAL</b>	<b>1,653.35</b>
<b>ROAD USE</b>	AGRILAND FS, INC	BULK GREASE	365.00
	ARNOLD MOTOR SUPPLY	PARTS	335.64
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	90.00
	COBB OIL CO., INC-BP ONE TRIP	FUEL	180.00
	L L PELLING CO	COLD MIX	1,781.89
	MIDWEST WHEEL	STROBE LIGHTING	481.64
	NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	USED OIL COLLECTION	135.90
		<b>TOTAL</b>	<b>3,370.07</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	283.55
	TRAFFIC & TRANSPORATION	VIDEO DETECTION CAMERA	960.00
		<b>TOTAL</b>	<b>1,243.55</b>
<b>HOTEL/MOTEL TAX</b>	WASH CHAMBER OF COMMERCE	HOTEL-MOTEL REIMB	3,407.70
		<b>TOTAL</b>	<b>3,407.70</b>
<b>LIBRARY GIFT</b>	BAKER & TAYLOR	LIBRARY MATERIALS	13.56
		<b>TOTAL</b>	<b>13.56</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	306.95
	EPPERLY, RANDY	MILEAGE REIMBURSEMENT	10.63
	HACH COMPANY	SUPPLIES	202.30
	HOLT SUPPLY CORPORATION	SUPPLIES	254.72
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	124.00
	POSTMASTER	BULK MAILING WATER BILLS-O	1,066.15
	STATE HYGIENIC LAB	TESTING	237.50
	TYLER TECHNOLOGIES	UTILITY BILLING ONLINE FEE	1,450.00
	WATER SOLUTIONS UNLIMITED	CHEMICALS	9,965.53
		<b>TOTAL</b>	<b>13,617.78</b>
<b>WATER DISTRIBUTION</b>	ACE-N-MORE	DRAIN VALVE/SUPPLIES	171.81
	ALLIANT ENERGY	ALLIANT ENERGY	47.79
	ARNOLD MOTOR SUPPLY	PARTS	46.67
	IDEAL READY MIX	STREET PATCHES	1,309.95
	WELLINGTON, EARL	WRENCH FOR TRUCK	92.00
		<b>TOTAL</b>	<b>1,668.22</b>
<b>SEWER PLANT</b>	AMAZON CAPITAL SERVICES	SBR CLEANING BRUSHES	44.84
	CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	45.00

USA BLUEBOOK  
WASHINGTON DISCOUNT TIRE

LAB SUPPLIES 338.67  
RIM GUARD- WWTP TRACTOR 944.90  
**TOTAL 1,373.41**

**SEWER COLLECTION**

ARNOLD MOTOR SUPPLY  
G & R MILLER CONSTRUCTION

PARTS 85.14  
SEWER PARTS - S 8TH 67.40  
**TOTAL 152.54**

**TOTAL 46,960.26**

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

*Parks Superintendent:  
Nick Pacha*

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## MEMO

To: Council

RE: Wellness Park Storage Building

We would like to purchase a 12x40 storage shed with 3 double wide doors and two windows. The color scheme would be similar to concession stand. This would help keep our concession stand storage area cleaner, safer and in better shape. Currently everything (mower, golf cart, fertilizer, grass seed, gas, chemicals, uniforms, tees, balls, bats pitching machines, nets, cleaning supplies, hoses and other equipment) is jammed into it and it's hard to move around and move equipment around. This area is also used for umpire break area/changing area. We have gotten 2 partner entities to put money towards the project. So we would be looking at a little over \$14,845 total so \$/4,948 per entity. WASA(softball association), YMCA, Parks Dept.

I believe this was approved on the budget Amendment for last year.







Thanks you for your consideration and if you have any questions please let me know.

Thank you very much,

Nick Pacha

Parks Superintendent

[npacha@washingtونيowa.gov](mailto:npacha@washingtونيowa.gov)

319-321-4886

**RESOLUTION 2022-\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR PERMANENT EASEMENTS FOR THE WATER MAIN PROJECT BETWEEN THE PROPERTY OWNERS LISTED BELOW AND THE CITY OF WASHINGTON, IOWA**

Be it resolved by the City Council of the City of Washington, Iowa that:

The Mayor and City Clerk are authorized to enter into an “Agreement for Permanent Utility Easement for Utility Work” with the following property owners in the City of Washington, Iowa.

Property Owners:

- |  |                       |
|--|-----------------------|
| • US Bank National Association as Trustee of the H. Eugene Smith Trust A and Trust B | Parcel ID: 1118402026 |
| • Thomas J. and Mary G. Lyons & Eicher Design Build                                  | Parcel ID: 1118402042 |
| • Casey’s Marketing Company  | Parcel ID: 1118402019 |
| • Thompson Buildings, LLC  | Parcel ID: 1118402031 |
| • Kimmer, LLC (d/b/a Unc & Neph’s)   | Parcel ID: 1118451030 |
| • CBI Bank & Trust   | Parcel ID: 1118451020 |
| • George & Carmel Miller   | Parcel ID: 1118402041 |
| • Comes Investments  | Parcel ID: 1118402039 |

The City Council authorizes the Mayor and City Clerk to sign the agreement for temporary construction on behalf of the City.

Passed and approved this 4<sup>th</sup> day of October, 2022.

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Jaron Rosien, Mayor

ATTEST:

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Sally Y. Hart, City Clerk

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## **PERMANENT WATER MAIN AND SIDEWALK EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **US Bank National Association as Trustee of the H. Eugene Smith Trust A and Trust B**, hereinafter referred to as “GRANTOR,” and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY  
AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the “Utility Installation”) in the easement areas described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “2021 Washington Water Main Improvements Project.” The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and

reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.

5. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR. The CITY shall make reasonable efforts to provide access via the GRANTOR's existing driveway entrance at all times during the Project, however, if it becomes necessary for the GRANTOR's driveway entrance to be blocked, the CITY shall provide access to GRANTOR's property via adjoining properties.
6. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
7. That CITY agrees to promptly repair any future damages to the Grantor's property caused by the City's operation, repair, maintenance and reconstruction of improvements in the easement, including but not limited to the sidewalk, water main and associated improvements, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
8. That CITY shall indemnify GRANTOR, or any tenant of GRANTOR, against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
9. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
10. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding

that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.

12. That this written Permanent Water Main and Sidewalk Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 3<sup>rd</sup> day of August, 2022.

**GRANTOR:**

Patience J. Felt

U.S. Bank National Association as Trustee  
of the Eugene H. Smith Trust A and Trust B  
by: Patience J Felt, its Vice President

**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 the undersigned 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 in and for the State of Iowa

STATE OF MN, COUNTY OF Ramsey, ss:

This instrument was acknowledged before the undersigned on this 3<sup>rd</sup> day of August, 2022, by Patience J Felt, Vice President, U.S. Bank National Association as Trustee of the Eugene H. Smith Trust A and Trust B



Lauri J. Stellmach  
Notary Public

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## **PERMANENT WATER MAIN AND SIDEWALK EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Thomas J. Lyons and Mary G. Lyons**, husband and wife, and Eicher Design Build, LLC, an Iowa limited liability company (collectively referred to as "GRANTOR," and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit "A" attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the "Utility Installation") in the easement areas described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "2021 Washington Water Main Improvements Project." The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and

reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.

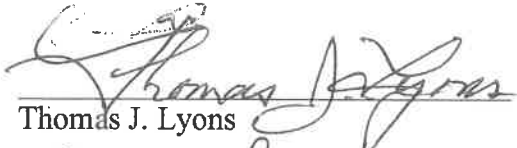
5. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR. The CITY shall make reasonable efforts to provide access via the GRANTOR's existing driveway entrance at all times during the Project, however, if it becomes necessary for the GRANTOR's driveway entrance to be blocked, the CITY shall provide access to GRANTOR's property via adjoining properties.
6. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
7. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
8. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
9. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
10. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.

12. That this written Permanent Water Main and Sidewalk Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

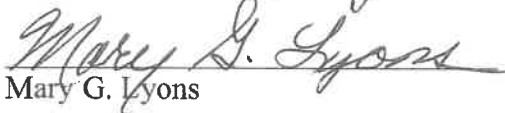
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

**CITY OF WASHINGTON:**

  
Thomas J. Lyons

\_\_\_\_\_  
Jaron P. Rosien, Mayor

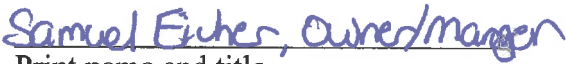
  
Mary G. Lyons

**ATTEST:**

**EICHER DESIGN BUILD, LLC:**

By:  \_\_\_\_\_

\_\_\_\_\_  
Sally Y. Hart, City Clerk

  
Print name and title

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

This instrument was acknowledged before the undersigned 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 in and for the State of Iowa



STATE OF IOWA, COUNTY OF WASHINGTON, ss:

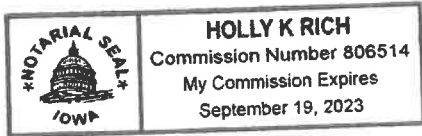
This instrument was acknowledged before me on this 21 day of July, 2022, by Thomas J. Lyons and Mary G. Lyons, husband and wife.



Holly Rich  
Notary Public

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on this 21 day of July, 2022, by Samuel Eicher as Manager of Eicher Design Build, LLC.



Holly Rich  
Notary Public

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

**PERMANENT WATER MAIN AND SIDEWALK EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Casey's Marketing Company**, an Iowa corporation, hereinafter referred to as "GRANTOR," and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the "Utility Installation") in the easement areas described in Exhibits "A" and "B" hereto in connection with that certain improvement project heretofore referred to as the "2021 Washington Water Main Improvements Project." The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
  
2. That the GRANTOR does hereby also grant to the CITY a temporary construction easement to further facilitate the initial construction of the Project in the area described and shown in Exhibit "B" attached hereto. Further, said Temporary Construction Easement shall automatically terminate and become non-existent after completion and acceptance of the Project, but no later than December 31, 2023

3. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.
4. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
5. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of GRANTOR, which consent shall not be unreasonably withheld.
6. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
7. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
8. That GRANTOR acknowledges that possession of that certain real property described in Exhibits "A" and "B" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
9. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
10. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.
11. That this written Permanent Water Main and Sidewalk Easement and Temporary Construction Easement Agreement constitutes the entire agreement between

GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**  
Casey's Marketing Company

**CITY OF WASHINGTON:**

Sam James  
Sam James, President  
Print name and title

\_\_\_\_\_  
Jaron P. Rosien, Mayor

**ATTEST:**

\_\_\_\_\_  
Sally Y. Hart, City Clerk

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

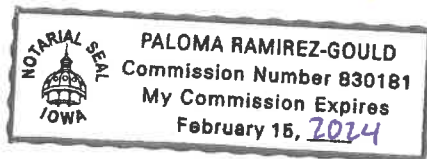
This instrument was acknowledged before the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Jaron P. Rosien and Sally Y. Hart, as Mayor and City Clerk respectively of the City of Washington, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**STATE OF IOWA, COUNTY OF Polk, ss:**

On this 29<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared, Sam James, who executed this instrument as President of Casey's Marketing Company.

Paloma Ramirez-Gould  
Notary Public, State of Iowa



Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## **PERMANENT WATER MAIN AND SIDEWALK EASEMENT**

THIS AGREEMENT, made and entered into by and between **Thompson Buildings, LLC**, an Iowa limited liability company, hereinafter referred to as “GRANTOR,” and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the “Utility Installation”) in the easement areas described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “2021 Washington Water Main Improvements Project.” The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as

prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.

5. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
6. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of GRANTOR, which consent shall not be unreasonably withheld.
7. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
8. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
9. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
10. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.
12. That this written Permanent Water Main Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**  
Thompson Buildings, LLC

**CITY OF WASHINGTON:**

Todd Thompson

\_\_\_\_\_  
Jaron P. Rosien, Mayor

Tedel Thompson, Owner  
Print name and title

**ATTEST:**

\_\_\_\_\_  
Sally Y. Hart, City Clerk

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

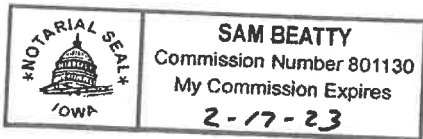
This instrument was acknowledged before the undersigned on this 22<sup>nd</sup> day of JUNE, 2022 by Jaron P. Rosien and Sally Y. Hart, as Mayor and City Clerk respectively of the City of Washington, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

On this 22<sup>nd</sup> day of JUNE, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared, Todd Thompson, who executed this instrument as Manager of Thompson Buildings, LLC.

SB  
\_\_\_\_\_  
Notary Public, State of Iowa



hot

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## **PERMANENT UTILITY EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Kimmer, LLC (d/b/a Unc & Neph's)** hereinafter referred to as "GRANTOR," and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit "A" attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the "Utility Installation") in the easement areas described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "2021 Washington Water Main Improvements Project." The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as



prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.

5. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR. The CITY shall make reasonable efforts to provide access via the GRANTOR's existing driveway entrance at all times during the Project, however, if it becomes necessary for the GRANTOR's driveway entrance to be blocked, the CITY shall provide access to GRANTOR's property via adjoining properties.
6. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
7. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
8. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
9. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
10. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.
12. That this written Permanent Utility Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 13 day of June, 2022.

**GRANTOR:**

**CITY OF WASHINGTON:**

By: 

\_\_\_\_\_  
Jaron P. Rosien, Mayor

**ATTEST:**

\_\_\_\_\_  
Sally Y. Hart, City Clerk

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

This instrument was acknowledged before the undersigned 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 in and for the State of Iowa

**STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as Kimmer, LLC.

\_\_\_\_\_  
Notary Public

Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## **PERMANENT WATER MAIN EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **CBI Bank & Trust**, an Iowa corporation, hereinafter referred to as “GRANTOR,” and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the “Utility Installation”) in the easement areas described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “2021 Washington Water Main Improvements Project.” The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as

prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.

5. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR. The City shall provide forty-eight (48) hours of notice to GRANTOR prior to commencing work in the easement area, except for emergency situations. The City shall make reasonable efforts to not block GRANTOR's driveway, which provides customer access to GRANTOR's building and ATM machine.
6. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of GRANTOR, which consent shall not be unreasonably withheld.
7. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
8. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
9. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
10. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.
12. That this written Permanent Water Main and Sidewalk Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 9<sup>th</sup> day of June, 2022.

**GRANTOR:**  
**CBI Bank & Trust**

**CITY OF WASHINGTON:**

Melissa D. Myers

Jaron P. Rosien

Melissa D. Myers AVP-Branch Manager  
Print name and title

Jaron P. Rosien, Mayor

**ATTEST:**

Sally Y. Hart, City Clerk

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

This instrument was acknowledged before the undersigned 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 in and for the State of Iowa

**STATE OF** Iowa, **COUNTY OF** Washington, **ss:**

On this 9<sup>th</sup> day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Melissa D. Myers, who executed this instrument as AVP-Branch manager of CBI Bank & Trust.

Janet M. Stauffer  
Notary Public, State of Iowa



Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## **PERMANENT WATER MAIN AND SIDEWALK EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **George J. Miler and Carmel A. Miller**, husband and wife, hereinafter referred to as “GRANTOR,” and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the “Utility Installation”) in the easement areas described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “2021 Washington Water Main Improvements Project.” The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the

CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.

5. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
6. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of GRANTOR, which consent shall not be unreasonably withheld.
7. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
8. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
9. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
10. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.
12. That this written Permanent Water Main and Sidewalk Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 29 day of March, 2022.

GRANTOR:

CITY OF WASHINGTON:

George J. Miller  
George J. Miller

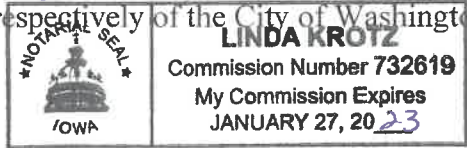
Jaron P. Rosien  
Jaron P. Rosien, Mayor

Carmel A. Miller  
Carmel A. Miller

ATTEST:  
Sally Y. Hart  
Sally Y. Hart, City Clerk

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

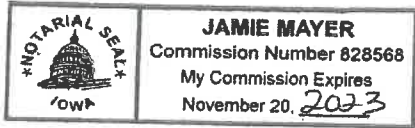
This instrument was acknowledged before the undersigned on this 29 day of March, 2022 by Jaron P. Rosien and Sally Y. Hart, as Mayor and City Clerk respectively of the City of Washington, Iowa.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF Iowa, COUNTY OF Washington, ss:

This instrument was acknowledged before me on this 25 day of March, 2022, by George J. Miller and Carmel A. Miller, husband and wife.



[Signature]  
Notary Public, State of Iowa



Prepared by: Kevin D. Olson, Washington City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

## **PERMANENT UTILITY AND SIDEWALK EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **The Chicken Coupe, LLC**, an Iowa limited liability company, hereinafter referred to as “GRANTOR,” and the **City of Washington, Iowa**, a municipal corporation, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **permanent easement** for the purposes of constructing, operating, maintaining, using and reconstructing water mains, sidewalks and associated improvements (the “Utility Installation”) in the easement areas described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “2021 Washington Water Main Improvements Project.” The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.

4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway or sidewalk involved.
5. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
6. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of GRANTOR, which consent shall not be unreasonably withheld.
7. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement.
8. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
9. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
10. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
11. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Permanent Easement Area.

12. That this written Permanent Water Main and Sidewalk Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 09 day of JUNE, 2022.

**GRANTOR:**  
**The Chicken Coupe, LLC**

**CITY OF WASHINGTON:**

*J.H.*  
JOE WILCOMES - MANAGER

Jaron P. Rosien, Mayor

Print name and title

**ATTEST:**

Sally Y. Hart, City Clerk

**STATE OF IOWA, COUNTY OF WASHINGTON, ss:**

This instrument was acknowledged before the undersigned 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 in and for the State of Iowa

STATE OF Iowa, COUNTY OF Polk, ss:

This instrument was acknowledged before me on this 09 day of JUNE, 2022, by JOE WILCOMES - J.H. as Manager of The Chicken Coupe, LLC.

Melissa Stoos



Notary Public, State of Iowa

ROCKY MOUNTAIN  
NOTARY PUBLIC  
STATE OF IOWA  
10/1/2011

**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 A.C.E. Signature Homes at 1003 S. 12<sup>th</sup> Ave. for the amount of \$180.00. Legal Description (05 NLW SD). Parcel Number (1120285005).

The property of A.C.E. Signature Homes at 421 913 S. 12th. for the amount of \$220.00. Legal Description (01 NLW SD). Parcel number (1120285001).

The property of Matnic, LLC at 628 W. Main St. for the amount of \$520.00. Legal Description (05 04 WESTRN ADD OL 10 & W1/2), Parcel number (1118429008).

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 4th day of October 2022.

\_\_\_\_\_  
Jaron Rosien, Mayor

Attest:

\_\_\_\_\_  
Sally Hart, City Clerk

**RESOLUTION NO. 2022 –**

**RESOLUTION ESTABLISHING A POLICY REGARDING NOTICE REQUIREMENT  
BY CONTRACTORS FOR ANY CITY BUILDING INSPECTIONS**

WHEREAS, the City of Washington performs certain inspections, such as footings, foundations, plumbing, and final inspections, etc., as part of the building permit process that is done by City staff; and,

WHEREAS, to ensure the efficiency of the building official's department, it is the responsibility of the permit holder or contractor to notify the city building official with at least a 24 hour notice prior to when the inspection needs to be held; and,

WHEREAS, if the permit holder or contractor fails to provide the required 24 hour notice; the inspection will not be done and it will be the responsibility of the permit holder or contractor to provide the required notice to have the inspection completed; and,

WHEREAS, the only exception to the 24 hour notice prior to inspections is if the inspection is for an emergency, as deemed by City staff.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Washington has approved setting the notice requirement of 24 hours for required building inspections.

PASSED AND APPROVED this 4<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
Jaron P. Rosien, Mayor

ATTEST:

\_\_\_\_\_  
Sally Y. Hart, City Clerk



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

September 27, 2022

City of Washington  
Deanna McCusker, City Administrator  
215 E. Washington St  
Washington, IA 52353

Re: East Adams Street Reconstruction  
Washington, Iowa - 2022  
G&A 5019061

Dear Deanna:

Enclosed herewith are three copies of Pay Application No. 3 submitted by Cornerstone Excavating, Inc. in the amount of \$326,650.79. The application is for work completed to date which includes water main, water services, and storm sewer.

Should the council approve, please have the pay application signed, forward one copy to Cornerstone Excavating, Inc. with payment, keep one copy for City record, and return one copy to Garden & Associates.

If there are any questions, please contact me at (641) 672-2526.

Sincerely,  
**GARDEN & ASSOCIATES, LTD.**

Jack Pope, P.E.

Enc: Pay Application 3 (3 copies)

JP/fs



# Contractor's Application for Payment No. 3

Application Period: From (Contractor): Contract: Owner's Contract No.:	Work Thru 9/27/22 Comerstone Excavating Inc. Adams Street Reconstruction Contractor's Project No.:	Application Date: Via (Engineer): Engineer's Project No.:	9/27/2022 Garden & Associates, Ltd. 5019061
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**Contract Working Day Summary:**  
 Original Contract Time: \_\_\_\_\_  
 Added by Change Order: \_\_\_\_\_  
 Contract Time To Date: \_\_\_\_\_  
 Working Days Used to Date: \_\_\_\_\_  
 Working Days Remaining: \_\_\_\_\_

### Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1.			ORIGINAL CONTRACT PRICE..... \$ 1,463,694.75
2.			Net change by Change Orders..... \$
3.			Current Contract Price (Line 1 ± 2)..... \$ 1,463,694.75
4.			TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 677,353.94
5.			RETAINAGE:
	a. 5% X	\$333,511.00	Work Completed..... \$ 333,867.70
	b. 5% X		Stored Material..... \$
	c.		Total Retainage (Line 5.a + Line 5.b)..... \$ 333,867.70
6.			AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 643,486.24
7.			LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 316,835.45
8.			AMOUNT DUE THIS APPLICATION..... \$ 326,650.79
9.			BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 1,164,051.45
<b>TOTALS</b>			
<b>NET CHANGE BY</b>			
<b>CHANGE ORDERS</b>			

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature 	Date: 9/27/2022
--------------------------	-----------------

Payment of: \$ 326,650.79  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: (Engineer) 9-27-2022 (Date)

Payment of: \$ 326,650.79  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)



**CONTINUATION SHEET** AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, consisting of Contractor's signed Certification, is attached. In tabulations below, amounts are stated in the nearest dollar. Use column 1 on Contracts where variable retainage for line items may apply.

Adams Street Reconstruction  
WAS021

APPLICATION NO: 3  
APPLICATION DATE: 9/27/2022  
PERIOD TO: 9/27/2022  
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN ORDER)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (F-G)	RETAINAGE
		QTY	UNIT	UNIT \$	TOTAL \$	QTY	TOTAL \$	QTY					
1	Cleaning and Grubbing	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00	0	\$0.00	100%	\$0.00	\$575.00	
2	Excavation, Class 10	3,900	CY	\$17.00	\$66,300.00	500	\$8,500.00	1,000	\$17,000.00	38%	\$40,800.00	\$1,275.00	
3	Subgrade Preparation (12" Thick)	8,810	SY	\$1.50	\$13,215.00	2,700	\$4,050.00	2,205	\$3,307.50	50%	\$7,848.00	\$392.40	
4	Subbase, Modified	8,810	SY	\$7.50	\$66,075.00	2,700	\$20,250.00	2,205	\$16,537.50	50%	\$38,787.50	\$1,059.38	
5	Compaction Testing	1	LS	\$5,500.00	\$5,500.00	0	\$1,375.00	0.25	\$1,375.00	50%	\$2,750.00	\$197.50	
6	Trench Foundation	60	TON	\$33.00	\$1,980.00	-	\$0.00	-	\$0.00	-	\$1,650.00	\$0.00	
7	Main and Storm Sewer	1	LS	\$8,000.00	\$8,000.00	0	\$2,000.00	0.25	\$2,000.00	50%	\$4,000.00	\$200.00	
8	Storm Sewer, Trenched, PVC, 6"	20	LF	\$40.50	\$810.00	9	\$364.50	-	\$0.00	45%	\$411.50	\$20.85	
9	Storm Sewer, Trenched, 12"	36	LF	\$57.50	\$2,070.00	36	\$2,070.00	-	\$0.00	100%	\$0.00	\$103.50	
10	Storm Sewer, Trenched, 15"	67	LF	\$59.00	\$3,953.00	99	\$5,881.00	-	\$0.00	16%	\$29,872.00	\$292.05	
11	Storm Sewer, Trenched, 18"	89	LF	\$64.00	\$5,716.00	26	\$1,664.00	-	\$0.00	30%	\$3,988.00	\$63.20	
12	Storm Sewer, Trenched, 24"	50	LF	\$83.00	\$4,150.00	0	\$0.00	-	\$0.00	-	\$4,150.00	\$0.00	
13	Removal of Storm Sewer, All Types, 5"	885	LF	\$17.50	\$15,487.50	300	\$5,250.00	991	\$9,817.50	97%	\$15,067.50	\$793.38	
14	Subdrain (Longitudinal), 4" or 6"	5,005	LF	\$10.85	\$53,903.25	1,100	\$11,715.00	1,110	\$11,821.50	44%	\$29,786.75	\$1,178.83	
15	Subdrain Outlets and Connections, 4" or 6"	25	EA	\$250.00	\$6,250.00	7	\$1,750.00	4	\$1,000.00	44%	\$3,500.00	\$137.50	
16	Storm Sewer Service Slob, PVC, 4"	200	LF	\$37.50	\$7,500.00	22	\$8,700.00	-	\$0.00	118%	(\$1,200.00)	\$435.00	
17	Water Main, Trenched, PVC, 4"	20	LF	\$31.00	\$620.00	3	\$93.00	-	\$0.00	15%	\$527.00	\$4.85	
18	Water Main Trenched, PVC, 6"	35	LF	\$45.00	\$1,575.00	47	\$2,025.00	-	\$0.00	134%	(\$516.00)	\$101.05	
19	Water Main Trenched, PVC, 8"	1,550	LF	\$45.00	\$69,750.00	1,137	\$51,165.00	362	\$16,990.00	97%	\$2,295.00	\$9,372.75	
20	Water Main, Trenched, 6J (Restricted Joint) DIP, 8"	120	LF	\$150.00	\$18,000.00	-	\$0.00	120	\$18,000.00	100%	\$0.00	\$900.00	
21	Water Services Pipes, Type K Copper	300	LF	\$31.75	\$9,525.00	276	\$8,763.00	-	\$0.00	92%	\$781.00	\$438.15	
22	Water Service Corporation, 1"	8	EA	\$325.00	\$2,600.00	8	\$2,600.00	-	\$0.00	100%	\$0.00	\$130.00	
23	Water Service Curb Stop and Box, 1"	8	EA	\$400.00	\$3,200.00	7	\$2,800.00	-	\$0.00	88%	\$400.00	\$140.00	
24	Gate Valve, 8"	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00	-	\$0.00	100%	\$0.00	\$62.50	
25	Gate Valve, 6"	6	EA	\$1,800.00	\$11,400.00	6	\$11,400.00	-	\$0.00	100%	\$0.00	\$570.00	
26	Tapping Valve Assembly, 4" x 4"	1	EA	\$3,550.00	\$3,550.00	-	\$0.00	-	\$0.00	-	\$0.00	\$0.00	
27	Tapping Valve Assembly, 12" x 6"	1	EA	\$4,000.00	\$4,000.00	-	\$4,000.00	-	\$0.00	100%	\$0.00	\$240.00	
28	Fire Hydrant Assembly	5	EA	\$3,750.00	\$18,750.00	5	\$18,750.00	-	\$0.00	100%	\$0.00	\$1,437.50	
29	Fire Hydrant Assembly Removal	3	EA	\$1,500.00	\$4,500.00	3	\$4,500.00	-	\$0.00	100%	\$0.00	\$225.00	
30	Valve Box Removal	4	EA	\$600.00	\$2,400.00	3	\$1,800.00	1	\$600.00	100%	\$0.00	\$120.00	
31	Water Main Connection No. 1	1	LS	\$3,950.00	\$3,950.00	-	\$3,950.00	-	\$0.00	100%	\$0.00	\$197.50	
32	Water Main Connection No. 2	1	LS	\$3,950.00	\$3,950.00	-	\$3,950.00	-	\$0.00	100%	\$0.00	\$197.50	
33	Water Main Connection No. 3	1	LS	\$3,950.00	\$3,950.00	-	\$3,950.00	-	\$0.00	100%	\$0.00	\$197.50	
34	Water Main Connection No. 4	1	LS	\$4,150.00	\$4,150.00	-	\$4,150.00	-	\$0.00	100%	\$0.00	\$207.50	
35	Water Main Connection No. 5	1	LS	\$3,950.00	\$3,950.00	-	\$3,950.00	-	\$0.00	100%	\$0.00	\$177.50	
36	Water Main Connection No. 6	1	LS	\$3,950.00	\$3,950.00	-	\$3,950.00	-	\$0.00	100%	\$0.00	\$162.50	
37	Water Main Connection No. 7	1	LS	\$3,950.00	\$3,950.00	-	\$3,950.00	-	\$0.00	100%	\$0.00	\$152.50	
38	Lower Existing Water Main	1	EA	\$4,800.00	\$4,800.00	-	\$0.00	1	\$3,050.00	100%	\$1,750.00	\$0.00	
39	Manhole, SW-401, 48" Dia	1	EA	\$3,900.00	\$3,900.00	-	\$3,900.00	-	\$0.00	100%	\$4,000.00	\$0.00	
40	Manhole, SW-401, 60" Dia	1	EA	\$3,100.00	\$3,100.00	-	\$3,100.00	-	\$0.00	100%	\$5,100.00	\$455.00	

