



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, December 20, 2022

*To attend the meeting via Zoom, go to:*

<https://us02web.zoom.us/j/84413261389?pwd=Sy9VMjgldHpoYkkwTzFPTy84aUF2dz09>

*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, December 20, 2022 to be approved as proposed or amended.

**Consent:**

1. Council Minutes December 6, 2022
2. Council Minutes December 9, 2022 – special session
3. Bolton & Menk, Runway 18/36 PAPI and REILs, \$691.00
4. Bolton & Menk, Runway 18/36 Lighting, \$4,136.00
5. Bolton & Menk, Airport Fuel System Repair, \$970.00
6. East Central Iowa Council of Governments, East Central Iowa Housing Trust Fund Housing Rehab Program, 1121 E. Main Street, \$1,800.00
7. Gronewold, Bell, Kyhnn & Co. P.C., Progress Billing on Audit of Financial Statements for the year ended June 30, 2022, \$3,100.00
8. Iowa Municipalities Workers' Compensation Association, Installment 6 Work Comp. Premium 22-23, \$6,909.00
9. Martin Gardner Architecture, Professional Services November 1-30, 2022, Woodlawn Cemetery Gates, \$1,163.71
10. Kevin Olson, City Attorney, November Legal Services, \$1,033.38
11. Swift & Swift, LLC, Contractor Final Payment Request Housing Rehabilitation Program, 726 W. Main Street, \$11,800.00
12. UMB, 2015 General Obligation Bond Fee, \$250.00
13. UMB, 2016A General Obligation Bond Fee, \$250.00
14. UMB, 2016B General Obligation Bond Fee, \$250.00
15. UMB, 2018A General Obligation Bond Fee, \$300.00

16. UMB, 2018B General Obligation Bond Fee, \$300.00
17. ACE N MORE, 1901 E. Washington St., Class B Retail Alcohol License (**renewal**)
18. Department Reports

### **SPECIAL PRESENTATION**

- Washington High School FFA presentation on farm ground
- Nuisance Report
- Annual Report of the Historic Preservation Commission
- PAWS & More Special Presentation

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

### **CLAIMS & FINANCIAL REPORT**

- Claims for December 20, 2022
- November Financial Report

### **NEW BUSINESS**

1. Mayoral Affirmation of Fire Department Election Results and Appointment of Fire Chief
2. **Public Hearing** on the Proposal to Enter Into a General Obligation Loan Agreement in an Amount of Not-to-Exceed \$80,000 to Purchase a Police Vehicle
3. Discussion and Consideration of Resolution Authorizing and Approving a Loan Agreement with Federation Bank (to Enter Into a General Obligation Loan Agreement in an Amount of Not-to-Exceed \$80,000 to Purchase a Police Vehicle)
4. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer (*removal of junk and trash*)
5. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer (*final water utility bill*)
6. Discussion and Consideration of a Resolution Approving a Cemetery Grave Opening and Closing Agreement with Bean & Bean
7. Discussion and Consideration of Cemetery Technician/Operator 1 Job Description
8. Discussion and Consideration of a Resolution to Set a Public Hearing for Budget Amendment
9. Discussion and Consideration of a Resolution Amending the Employee Handbook for the City of Washington, Iowa
10. Discussion and Consideration of Resolution of Intent to Appoint a Person to Fill Ward 2 City Council Vacancy
11. Discussion and Consideration of a Resolution Directing the City Clerk to Give Notice to the Washington County Auditor to Hold a Special Election to Fill the Ward 2 City Council Vacancy

12. Discussion and Consideration of Pay Application No. 7 for NLW Subdivision Phase 2
13. Discussion and Consideration of Change Order No. 2 for NLW Subdivision Phase 2
14. Discussion and Consideration of Resolution Accepting the NLW Subdivision Phase 2 as Completed and Approving Pay Application No. 8
15. Discussion and Consideration of Pay Application No. 4 for Country Club View Subdivision
16. Discussion and Consideration of a First Reading of an Ordinance Amending Chapter 63.04 Speed Zones (Changes on State Highway 92)

### **OLD BUSINESS**

- Discussion and Consideration of a Resolution Approving an Extension for the Downtown Investment Grant with Greiner Buildings, Inc. (*tabled*)
- Discussion and Consideration of a Resolution Approving Payment to Greiner Buildings, Inc. for the Downtown Investment Grant

### **CLOSED SESSION**

- Closed Session per Iowa Code 21.5(j) – To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

### **DEPARTMENTAL REPORTS**

Police Department  
City Attorney  
City Administrator

### **MAYOR & COUNCILPERSONS**

Jaron Rosien, Mayor  
Illa Earnest  
Bethany Glinsmann  
Elaine Moore  
Fran Stigers  
Millie Youngquist

### **ADJOURNMENT**

CITY OF WASHINGTON  
Council Minutes 12-6-2022

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

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

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

Consent:

1. Council Minutes November 15, 2022
2. Ahlers & Cooney, P.C., Amendment No. 1 to Washington Unified Commercial Urban Renewal Plan, \$292.00
3. Ahlers & Cooney, P.C., Amendment No. 2 to the Unified South Central Residential Urban Renewal Plan, \$138.00
4. Bolton & Menk, Runway 18/36 PAPI and REILs, \$5,473.00
5. Bolton & Menk, Runway 18/36 Lighting, \$5,478.50
6. Bolton & Menk, Fuel System Repair, \$727.50
7. Garden & Associates, NLW Subdivision Phase 2, \$2,103.55
8. Garden & Associates, Business Park Subdivision Phase 2, \$589.49
9. Garden & Associates, Buchanan Street Paving Project, \$1,040.00
10. Garden & Associates, Reconstruction of Adams Street, \$4,930.50
11. Iowa Municipalities Workers' Compensation Association, 2021-2022 Audit Premium Adjustment, \$2,604.00
12. Manny's Eastern Iowa Roofing and Construction, Contractor Payment Request Housing Rehabilitation Program, 1121 E. Main St., \$15,000.00
13. Premier Portable Buildings, Wellness Park Storage Shed, \$14,090.50
14. FOX Strand Associates, 2021 Washington Water Main Improvements Final Design, \$2,506.00
15. Department Reports

Motion by Youngquist, seconded by Stigers, to approve consent items 1-15. Motion carried.

Motion by Youngquist, seconded by Stigers, to approve the City Point Church Worship and Carols in Central Park special event request for December 15, 2022. Motion carried.

Motion by Earnest, seconded by Glinsmann, to approve the Community Worship in the Park special event request for May 28, June 25, July 30, and August 27, 2023, with an updated insurance form to be submitted. Motion carried.

Washington Chamber of Commerce Executive Director Michelle Redlinger presented the 2023 special event requests for the Chamber of Commerce. Motion by Glinsmann, seconded by Youngquist, to approve the special event requests with the boundary or barrier for the Flightline Live event to be determined at a later date. Motion carried.

Jan Miller with Relay for Life presented a special event request for Relay for Life on June 24, 2023 from 10 a.m. to 10 p.m. Motion by Youngquist, seconded by Stigers, to approve the Relay for Life special event request. Motion carried.

Presentation from the public: none.



Claims for December 6, 2022 were presented by Finance Director Kelsey Brown.

Motion by Youngquist, seconded by Stigers, to approve the claims for December 6, 2022. Motion carried.

Mayor Rosien announced that now is the time for public hearing on the Proposal to Dispose of Lot 8 to Furniture Distributors, Inc., in the Washington Business Park Phase 2. No oral or written objections were received.

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

Motion by Youngquist, seconded by Glinsmann, to approve a Resolution Approving a Purchase Agreement with Furniture Distributors, Inc. for Lot 8, Washington Business Park Subdivision, Phase 2. Purchase price of \$30,000.00. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-129)**

Mayor Rosien announced that now is the time for public hearing on the Proposal to Dispose of an Interest in Real Property Generally Referred to as Vacated East Tyler Street Right-of-Way, Washington, Iowa. No oral or written objections were received.

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

Motion by Stigers, seconded by Youngquist, to approve a Resolution Approving the Disposal of Surplus Property (600 Block of East Tyler Cul De Sac Right-of-Way) to A.C.E. Signature Homes, LLC. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-130)**

Motion by Glinsmann, seconded by Stigers, to approve an Agreement with R & LS Revocable Living Trust regarding property at 1036 West Main Street, Washington, Iowa. Motion carried.

Washington School District Superintendent Willie Stone, Jordan Hutcheson with Carl A. Nelson, and Planning and Zoning Official Jeff Duwa via Zoom, were present to answer questions about the School District's Major Site Plan. Motion by Earnest, seconded by Stigers, to approve a Resolution Approving Major Site Plan for Washington Community School District Middle School and High School Project with a traffic analysis to be conducted in the area. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-131)**

Motion by Youngquist, seconded by Stigers, to approve a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-132)**

Motion by Earnest, seconded by Moore, to approve an Agreement with Impressions Custom Computers, Inc. Motion carried.

Motion by Youngquist, seconded by Moore, to approve a Resolution Adopting Protective Covenants for the Washington Business Park Subdivision, Phase Two, Washington, Iowa. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-133)**

Motion by Glinsmann, seconded by Earnest, to approve a Resolution Approving Tax Abatement Under the

Washington Urban Revitalization Plan for Washington, Iowa for 1134 West Buchanan Street. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-134)**

Motion by Stigers, seconded by Youngquist, to approve a Resolution Approving Entering Into an Electrical Facilities Extension Agreement with Interstate Power and Light Company for Washington Business Park Phase Two for \$100,732.49. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-135)**

Motion by Glinsmann, seconded by Youngquist, to approve a Resolution Accepting the Top Five Goals from the October Goal Setting Session with Mark A. Jackson Consulting. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-136)**

Motion by Youngquist, seconded by Earnest, to approve a Resolution Adopting the Updated Community Development Block Grant Procurement Policies and Procedures. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-137)**

Motion by Stigers, seconded by Youngquist, to table discussion and consideration of a Resolution Approving an Extension for the Downtown Investment Grant with Greiner Buildings, Inc. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried.

Motion by Earnest, seconded by Stigers, to approve a Resolution to Fix a Date for Public Hearing on the Proposal to Enter Into a General Obligation Loan Agreement in an Amount Not-to-Exceed \$80,000 to Purchase a Police Vehicle for December 20, 2022. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-138)**

Motion by Youngquist, seconded by Glinsmann, to approve Notice to Proceed for Cornerstone Excavating, Inc. for 2022 Washington Water Main Improvements. Motion carried.

Motion by Stigers, seconded by Youngquist to approve Pay Application Number 5 for East Adams Reconstruction Project to Cornerstone Excavating Inc. for \$323,624.49. Motion carried.

Motion by Glinsmann, seconded by Youngquist, to approve the Third and Final Reading of an Ordinance Amending Chapter 69 Parking Regulations – Parking for Electric Vehicles Only. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Ordinance 1145)**

Motion by Gault, seconded by Stigers, to approve a Resolution Nunc Pro Tunc Correcting Scrivener's Error in the Legal Description of "Prairie Ridge and NLW Plat 1 Area" Within the Amendment No. 2 Area of the Washington Unified South Central Residential Urban Renewal Area. Roll call on the motion. Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried. **(Resolution 2022-139)**

Motion by Stigers, seconded by Youngquist, to approve the First Reading of an Ordinance Repealing Ordinance No. 1141 and Providing that General Property Taxes Levied and Collected Each Year on Certain Property Located Within the Washington Unified South Central Residential Urban Renewal Area, in the City of Washington, County of Washington, State of Iowa, By and for the Benefit of the State of Iowa, City of Washington, County of Washington, Washington Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issues, Incurred by the City in Connection with the Washington Unified South

Central Residential Urban Renewal Area (Prairie Ridge and NLW Plat 1 Area). Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried.

Motion by Moore, seconded by Stigers, to go into closed session per Iowa Code 21.5(j) - To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried.

Council went into closed session at 6:58 p.m.

Motion by Stigers, seconded by Youngquist, to end closed session at 7:15 p.m. Roll call on the motion: Ayes: Earnest, Gault, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Motion carried.

No action was taken regarding the closed session.

Department reports were presented.

Councilor Gault submitted his resignation of the Ward 2 City Council seat effective immediately after this meeting.

Motion by Gault, seconded by Stigers, that the Regular Session held at 6:00 p.m., Tuesday, December 6, 2022, is adjourned at 7:22 p.m. Motion passed unanimously.

Sally Y. Hart, City Clerk

CITY OF WASHINGTON  
Council Minutes 12-9-2022 – Special Session

The Council of the City of Washington, Iowa, met in Special Session in the Council Chambers, 215 East Washington Street on Friday, December 9, 2022, at 10:15 a.m. Mayor Rosien in the chair.

On roll call present: Earnest, Glinsmann (by Zoom), Moore, Stigers, and Youngquist. Absent: none. Vacancy: Ward 2.

Motion by Stigers, seconded by Youngquist, that the agenda for the Special Session to be held at 10:15 a.m. Friday, December 9, 2022, be approved. Motion carried.

Public presentation: none.

Motion by Stigers, seconded by Youngquist, to approve the Second Reading of an Ordinance Repealing Ordinance No. 1141 and Providing that General Property Taxes Levied and Collected Each Year on Certain Property Located Within the Washington Unified South Central Residential Urban Renewal Area, in the City of Washington, County of Washington, State of Iowa, By and for the Benefit of the State of Iowa, City of Washington, County of Washington, Washington Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issues, Incurred by the City in Connection with the Washington Unified South Central Residential Urban Renewal Area (Prairie Ridge and NLW Plat 1 Area). Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Vacancy: Ward 2. Motion carried.

Motion by Stigers, seconded by Youngquist, to suspend the rules. Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Vacancy: Ward 2. Motion carried.

Motion by Moore, seconded by Earnest, to approve the Third and Final Reading of an Ordinance Repealing Ordinance No. 1141 and Providing that General Property Taxes Levied and Collected Each Year on Certain Property Located Within the Washington Unified South Central Residential Urban Renewal Area, in the City of Washington, County of Washington, State of Iowa, By and for the Benefit of the State of Iowa, City of Washington, County of Washington, Washington Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issues, Incurred by the City in Connection with the Washington Unified South Central Residential Urban Renewal Area (Prairie Ridge and NLW Plat 1 Area). Roll call on the motion: Ayes: Earnest, Glinsmann, Moore, Stigers, and Youngquist. Nays: none. Absent: none. Vacancy: Ward 2. Motion carried. **(Ordinance 1146)**

Motion by Youngquist, seconded by Moore, that the Special Session held at 10:15 a.m. Friday, December 9, 2022, is adjourned at 10:18 a.m. Motion carried unanimously.

Sally Y. Hart, City Clerk



Real People. Real Solutions.

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

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

November 30, 2022  
Project No: 0T5.126418  
Invoice No: 0302960  
Client Account: WASHINGT\_CL\_IA

Washington/Runway 18/36 PAPI and REILs

Construction (002)

Professional Services

	Hours	Amount	
Design Engineer	4.50	531.00	
Project Manager	1.00	160.00	
Totals	5.50	691.00	
<b>Total Labor</b>			<b>691.00</b>
			<b>Total this Task \$691.00</b>
			<b>Total this Invoice \$691.00</b>

301-6-6022-6716  
~~002-6-2080~~ \_\_\_\_\_ Initials JEH  
 EXP. 12-15-2022  
 Vender # \_\_\_\_\_ Date Rec. 12-15-2022  
 Due Date \_\_\_\_\_ Inv # \_\_\_\_\_



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 1960 Premier Drive | Mankato, MN 56001-6900  
 507-625-4171 | 507-625-4177 (fax)  
 Payment by Credit Card Available Online at www.Bolton-Menk.com  
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

November 30, 2022  
 Project No: 0T5.126255  
 Invoice No: 0302958  
 Client Account: WASHINGT\_CI\_IA

**Washington/Runway 18/36 Lighting**

Construction (002)

**Professional Services**

	Hours	Amount	
Administrative	1.00	85.00	
Design Engineer	19.50	2,301.00	
Project Manager	10.00	1,750.00	
Totals	30.50	4,136.00	
<b>Total Labor</b>			<b>4,136.00</b>
			<b>Total this Task \$4,136.00</b>
			<b>Total this Invoice \$4,136.00</b>

301-6-6020-6716  
~~002-6-2080~~ Initials KE  
 EXP. Runway Lighting 18.36  
 Vender # \_\_\_\_\_ Date Rec. 12-15-2022  
 Due Date \_\_\_\_\_ Inv # \_\_\_\_\_



Real People. Real Solutions.

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

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

November 30, 2022  
 Project No: 0T5.125319  
 Invoice No: 0302957  
 Client Account: WASHINGT\_CI\_IA

**Washington Airport/Fuel System Repair**

Refurbish and Link 2 Existing 10K Gallon Tanks

Design and Construction (001)

**Fee**

Total Fee	48,500.00		
Percent Complete	81.00	Total Earned	39,285.00
		Previous Fee Billing	38,315.00
		Current Fee Billing	970.00
		<b>Total Fee</b>	<b>970.00</b>
		<b>Total this Task</b>	<b>\$970.00</b>
		<b>Total this Invoice</b>	<b>\$970.00</b>

301-6-6020-6705  
 002-6-2080 \_\_\_\_\_ Initials JEH  
 EXP. Fuel Form  
 Vender # \_\_\_\_\_ Date Rec. 12-15-2022  
 Due Date \_\_\_\_\_ Inv # \_\_\_\_\_



EAST CENTRAL IOWA  
COUNCIL OF GOVERNMENTS  
YOUR REGIONAL PLANNING AGENCY


# Invoice

Date	Invoice #
11/30/2022	9909

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

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

Bill To
CITY OF WASHINGTON PO BOX 516 WASHINGTON IA 52353

Approved by:


Quantity	Description	Rate	Amount
1	WASHINGTON/ECIHTF HOUSING REHAB PROGRAM 1121 E MAIN STREET	1,800.00	1,800.00
Please remit payment within 30 days.		<b>Total</b>	<b>\$1,800.00</b>



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

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

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

**Invoice No. 29483  
Date 11/30/2022  
Client No. 03793**

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Progress billing on audit of financial statements  
for the year ended June 30, 2022.

\$ 3,100.00

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

# INVOICE

INV85476

**IMWCA**  
**IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION**  
 500 SW 7TH STREET, SUITE 101  
 DES MOINES, IA 50309-4506  
 PHONE: 800-257-2708

DATE

12/1/2022

PAGE:

1

Washington, City of  
 215 E Washington

Mbr No: 0706 Member Name:  
 Washington, City of

Washington IA 52353

Please remit payment to: IMWCA, P.O. Box 8186, Des Moines, IA 50301

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
	WASH1001	AG0075				
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL6	Installment 6 - Work Comp Prem 22-23			6,909.00	\$6,909.00

This invoice is due by January 1, 2023.

A FINANCE CHARGE of 1.5% (APR 18%) will be added to balances over 30 days past the due date.

When you provide a check as payment, you authorize IMWCA either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 515-244-7282.

Subtotal	\$6,909.00
Bond Credit	\$0.00
Misc	\$0.00
Total	\$6,909.00



City of Washington  
 215 E Washington Street  
 Washington, IA 52353

December 05, 2022  
 Project No: 1147701  
 Invoice No: 2200094

Project 1147701 Woodlawn Cemetery Gates  
Professional Services from November 1, 2022 to November 30, 2022

Task 600 Construction Administration  
 Fee

Total Fee 4,400.00

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned
Construction Administration	100.00	4,400.00	81.8182	3,600.00

Total Earned 3,600.00  
 Previous Fee Billing 2,640.00  
 Current Fee Billing 960.00

**Total Fee 960.00**

**Reimbursable Expenses**

Travel, Meals & Lodging

11/2/2022	Jordan, Bethany	Mileage - Company Car	78.75	
11/2/2022	Jordan, Bethany	Meals	16.83	
11/14/2022	Jordan, Bethany	Meals	8.98	
11/14/2022	Jordan, Bethany	Mileage - Company Car	80.63	
<b>Total Reimbursables</b>		<b>1.1 times</b>	<b>185.19</b>	<b>203.71</b>

**Total this Task \$1,163.71**

**Total this Invoice \$1,163.71**

**Kevin D. Olson**  
**Attorney-at-Law**  
**1400 5<sup>th</sup> Street, P.O. Box 5127**  
**Coralville, Iowa 52241**

Phone (319) 351-2277 Fax: (319) 351-2279 e-mail: kevinolsonlaw@gmail.com

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December 15, 2022

Sally Y. Hart, City Clerk  
City of Washington, Iowa  
215 E. Washington Street  
Washington, Iowa 52353

**INVOICE**

For legal services rendered to the City of Washington, Iowa in November, 2022

TOTAL HOURS 10.25 hours (reg)

TOTAL MILES 198 miles

Hourly Rate \$90/hour- Reg  
\$75/hour - Court

Mileage Rate \$0.56 per mile

TOTAL INVOICE FOR NOVEMBER, 2022 \$1,033.38

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## MEMORANDUM

DATE: December 12, 2022  
TO: Sally Hart, City of Washington  
FROM: Mark Culver, Housing Specialist  
RE: Contractor Final Payment Request

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

726 W Main Street (Bauer)

I approve the payment request in the amount of **\$11,800.00**

Please cut a check in the amount of \$11,800.00 and send to the contractor.

Swift & Swift LLC  
1903 Walling Ct  
Davenport, IA 52803

**\*The enclosed "Final Payment Request" & "Change order" documents require a signature and is marked with a "sign here" tab. After you have signed the documents please make a copy for your records and then return the originals to me with a copy of the check to the contractor.**

Thank you,



Mark Culver  
East Central Iowa Council of Governments  
319-289-0061

## CITY OF WASHINGTON HOUSING REHABILITATION PROGRAM

**Homeowner Name:** Jacob & Camarie Bauer  
**Address:** 726 W Main Street  
 Washington, IA 52353

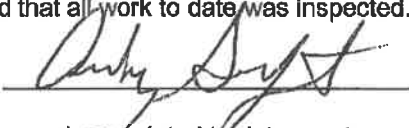
**Contractor Name:** Swift & Swift LLC  
**Address:** 1903 Walling Ct  
 Davenport, IA 52803  
**Phone:** 563-505-0661

### FINAL PAYMENT REQUEST


Final Items Completed:	\$8,000.00
Final Lead Items Completed:	\$0.00
New Change Order Total:	\$2,100.00
<b>Total:</b>	<b>\$10,100.00</b>
Add Retainage 10%	\$1,700.00
<b>Final Payment Due:</b>	<b>\$11,800.00</b>

<b>Payment Summary</b>	<b>Partial Payment</b>	\$15,300.00
	<b>Final Payment:</b>	\$11,800.00
	<b>Total Payment:</b>	\$27,100.00
\$25,000.00	\$2,100.00	\$27,100.00
Original Contract +	Total Change Orders =	Total Payment

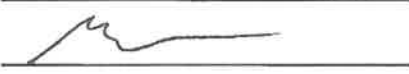
The undersigned contractor certifies that all work is completed in regards to this request for payment in accordance with the contract documents and that all work to date was inspected.

**General Contractor:**  **Date:** 12/8/22

A property inspection has been made and the work completed to date meets my satisfaction in accordance with the construction contract. I authorize the release of payment.

**Property Owner:**  **Date:** 12/8/22

**Approved by the ECICOG Project Administrator:**  **Date:** 12-8-22

**Housing Inspector:**  **Date:** 12-8-22

**Grantee (City) Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CHANGE ORDER  
HOUSING REHABILITATION PROGRAM**

CHANGE ORDER #: 1

CHANGE ORDER DATE: 9/14/22

OWNER: Jacob & Camarie Bauer  
 ADDRESS: 726 W Main Street  
Washington, IA 52353

The following change(s) is (are) authorized:


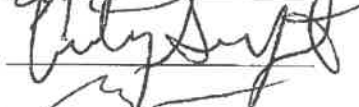
	COST
<b>Storm window price increase</b>	<b>2100.00</b>
<b>TOTALS</b>	<b>2100.00</b>

Reasons: From the bidding time to the time of construction, there was a drastic price increase for materials.

There shall be:     \$ \_\_\_\_\_ Credit  
                           \$ 2,100.00 Extra Charge  
                           \$ \_\_\_\_\_ No Cost Change

Original Bid:         \$ 25,000.00  
 Change Order Cost: \$ 2,100.00  
 Total Job Cost:     \$ 17,100.00

**Signatures**

Property Owner:   
 Gen. Contractor:   
 Housing Inspector: \_\_\_\_\_  
 City Rep.: \_\_\_\_\_



UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 935133

Invoice Date: December 8, 2022  
 Account Number: 185406592  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2022 through November 30, 2022

Prior Balance:	\$250.00
Payments Received as of December 8, 2022	\$250.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

**Current Billing Period:**  
 Current Period Fees \$250.00  
**Total Fees Due** \$250.00

Remittance Stub  
 Billing Period 06/01/2022 - 11/30/2022

Account Number: 185406592  
 Invoice Number: 935133  
 Remit Balance \$250.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 935133  
 Attention Fee Processing





UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 935133

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**Account Detail**  
**WASHINGTON IA GO 2015**

**Account Number: 185406592**

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**Administrative Fees**

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Paying Agent Fee \$250.00

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**Administrative Fees Total \$250.00**

---

**Account Total \$250.00**



UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 935153

Invoice Date: December 8, 2022  
 Account Number: 185408820  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2022 through November 30, 2022

Prior Balance:	\$250.00
Payments Received as of December 8, 2022	\$250.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$250.00
<b>Total Fees Due</b>	<b>\$250.00</b>

Remittance Stub  
 Billing Period 06/01/2022 - 11/30/2022

Account Number: 185408820  
 Invoice Number: 935153  
 Remit Balance \$250.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 935153  
 Attention Fee Processing



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 935153

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**Account Detail**  
**WASHINGTON IA GO 2016A**

**Account Number: 185408820**

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**Administrative Fees**

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Paying Agent Fee	\$250.00
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<b>Administrative Fees Total</b>	<b>\$250.00</b>
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<b>Account Total</b>	<b>\$250.00</b>
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UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 935149

Invoice Date: December 8, 2022  
 Account Number: 185408838  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2022 through November 30, 2022

Prior Balance:	\$250.00
Payments Received as of December 8, 2022	\$250.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$250.00
<b>Total Fees Due</b>	<b>\$250.00</b>

Remittance Stub  
 Billing Period 06/01/2022 - 11/30/2022

Account Number: 185408838  
 Invoice Number: 935149  
 Remit Balance \$250.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 935149  
 Attention Fee Processing

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 935149

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**Account Detail**  
**WASHINGTON IA GO 2016B**

**Account Number: 185408838**

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**Administrative Fees**

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Paying Agent Fee	\$250.00
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<b>Administrative Fees Total</b>	<b>\$250.00</b>
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<b>Account Total</b>	<b>\$250.00</b>
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UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 935390

Invoice Date: December 8, 2022  
 Account Number: 185417201  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2022 through November 30, 2022

Prior Balance:	\$300.00
Payments Received as of December 8, 2022	\$300.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$300.00
<b>Total Fees Due</b>	<b>\$300.00</b>

Remittance Stub	Account Number:	185417201
Billing Period 06/01/2022 - 11/30/2022	Invoice Number:	935390
	Remit Balance	\$300.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 935390  
 Attention Fee Processing



UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 935390

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**Account Detail**  
**WASHINGTON IA GO 2018A**

**Account Number: 185417201**

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**Administrative Fees**

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Paying Agent Fee	\$300.00
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<b>Administrative Fees Total</b>	<b>\$300.00</b>
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<b>Account Total</b>	<b>\$300.00</b>
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UMB Bank, N.A.  
 P O Box 414589  
 Kansas City, MO 64141-4589

Invoice 935412

Invoice Date: December 8, 2022  
 Account Number: 185418837  
 Administrator: Diana Van Vleet  
 Phone Number: (515) 368-6063  
 Email: Diana.VanVleet@umb.com

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E. WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

**Billing Period:** June 1, 2022 through November 30, 2022

Prior Balance:	\$300.00
Payments Received as of December 8, 2022	\$300.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00

<b>Current Billing Period:</b>	
Current Period Fees	\$300.00
<b>Total Fees Due</b>	<b>\$300.00</b>

Remittance Stub  
 Billing Period 06/01/2022 - 11/30/2022

Account Number: 185418837  
 Invoice Number: 935412  
 Remit Balance \$300.00

Payment Due Upon Receipt

CITY OF WASHINGTON  
 ATTN: CITY CLERK  
 215 E WASHINGTON ST  
 PO BOX 516  
 WASHINGTON, IA 52353

- Check Enclosed \$ \_\_\_\_\_
- Charge Account \$ \_\_\_\_\_

**WIRE PAYMENT INSTRUCTIONS:**

Mail Payments To:  
 UMB Bank, N.A.  
 Attn: Trust Fees Department  
 P O Box 414589  
 Kansas City, MO 64141-4589

UMB Bank, N.A. Kansas City, Missouri  
 ABA No. 101 000 695  
 SWIFT BIC/Code UMKCUS44  
 BNF Account 98 0000 6823  
 BNF Name Trust  
 Reference 935412  
 Attention Fee Processing





UMB Bank, N.A.  
P O Box 414589  
Kansas City, MO 64141-4589

Invoice 935412

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**Account Detail**  
**WASHINGTON IA GO 2018B**

**Account Number: 185418837**

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**Administrative Fees**

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Paying Agent Fee	\$300.00
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<b>Administrative Fees Total</b>	<b>\$300.00</b>
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<b>Account Total</b>	<b>\$300.00</b>
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THE CITY OF WASHINGTON

"Cleanest City in Iowa"



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

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

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

Business Name: **ACE N MORE**

Business Address: **1901 East Washington Street**

App #: **App-171774**

Type of License:                      New:              Renewal: **X**              Special Five-Day:

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

Date of Council Meeting: **December 20, 2022**

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

Police Chief sign off . Date **12-9-2022**

Fire: fire inspection done: Yes:              No:

Fire Chief sign off \_\_\_\_\_ . Date \_\_\_\_\_ .



## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
C & H JONES INC	ACE N MORE			
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1901 E WASHINGTON ST		WASHINGTON	WASHINGTON	52353
MAILING ADDRESS	CITY	STATE	ZIP	
1901 E WASHINGTON ST	WASHINGTON	Iowa	52353	

## Contact Person

NAME	PHONE	EMAIL
HOLLY JONES	3196538951	21hollyjones@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 1, 2022	Nov 30, 2023	

SUB-PERMITS  
Class B Retail Alcohol License

PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Holly Jones	WASHINGTON	Iowa	523539313	President	50.00	Yes
Craig Jones	WASHINGTON	Iowa	523539313	secretary	50.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE

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



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

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## City Administrator Report

### Project Updates:

**Country Club Drive:** Sanitary and Storm done. Starting on water main.

**NLW:** Punch list is been completed. Accepting project at the meeting.

**Buchanan Street:** Punch list is being drafted.

**East Adams:** Sidewalks will get done in the spring. The sidewalk on 9<sup>th</sup> was completed.

**Water Main:** Project will most likely not start until spring. There is a supply issue with the ductile. But we will see if we can make a change with materials.

### Meetings Attended:

Meeting with another prospect for the Business Park. Admin meeting. Department head one on ones, a compliance meeting on our housing rehab project, meeting regarding doing the lead service line inventory, meeting with a property owner on sidewalk maintenance, Main Street meeting and Community Development meeting.

Next weeks meetings include Department head one on one, Nuisance meeting, Zoom meeting regarding Quiet Zone options to discuss, housing initiative meeting, Council one on one, a meeting to discuss getting our sewer camera system up and running efficiently.

Budget forms were distributed to Department Heads.

**Hwy 92 & N 12<sup>th</sup>:** Working with an engineer to design the intersection with traffic lights. This will be ready for council to review in January.

**Downtown Streetscape:** Steve at Fox Strand will put together a scope of project with their fees and then will start designing the project. Keith and I have provided them with maps and information from the 1<sup>st</sup> phase and what we could locate for the next phase.

**Washington Fire Department**  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-2239 Phone  
(319) 653-5273 Fax  
[www.washingtoniowa.gov](http://www.washingtoniowa.gov)



**Brendan DeLong- Fire Chief**  
Bill Hartsock- 1<sup>st</sup> Asst Fire Chief  
Jim Williams- 2<sup>nd</sup> Asst Fire Chief  
Carrie Ornduff- Asst Chief of EMS

---

### Nov 2022 Activity Report

Structure fires- 3  
Weather related- 0  
Mutual aid assists- 2  
Hazardous Incidents- 3  
Grass fires- 0  
Investigate/good intent- 4  
Rescue/accidents- 4  
Medical- 68  
**November calls for service- 84**

### January 2022 – Nov 2022 calls for service

Fire calls - 156  
Medical calls - 728  
Total calls - 881

EMS Continues to be busy with 68 calls for service in November. We had a report of 2 structure fires in November. One was at 2268 303<sup>rd</sup> Street, Washington, IA. This cause was ruled to be a wood stove. The second was at 120 East Main in Washington, Greiner Buildings main office. The cause of this fire is still under investigation by the State Fire Marshal. I will update more once I know. This was a major fire, and we had help from several different organizations. No injuries were reported on either structure fire. Both structures had significant damage. The third was a car fire.

Washington Fire also responded to two different mutual aid assists. One for Brighton Fire and the other for Riverside Fire. Both were structure fires. Washington provided manpower, a pumper truck & tankers.

Our monthly training was held on November 16<sup>th</sup>. Crews trained on air packs and search & rescue. Training is done for the year now as we take December & January off for holidays.

I attended numerous department head meetings, county EMS & county fire meetings. I also attended a chiefs meeting with our dispatch center personnel to discuss paging operations & protocols for structure fire events. Full time staff continues to be busy responding to EMS & fire calls, fire inspections, rental inspections, and normal duties around the fire station. Year to date calls for service continue to be elevated.

Our November monthly fire meeting minutes are attached.

We are here and ready to respond.

Brendan S. DeLong  
Fire Chief  
Washington Fire Department

# Washington Volunteer Fire Department

Meeting Minutes  
November 9, 2022

Call to order at 7:00 pm

## September Fire/EMS Calls:

8 City Fires	\$ 980
4 Rural Fires	\$ 420
78 EMS Calls	\$1,020
Drills	<u>\$ 0</u>
Total	\$2,420

Meeting opened with Chief DeLong in charge. Minutes were read from last meeting; Jack motioned to approve; seconded by Scott; motion approved. Treasurer report was read; Bill H motioned to approve; seconded by Joey; motion approved.

Motion to pay bills by Bill H; seconded by Joey; motion passed.

Communications: Nothing

Committees: **Social:** Bologna and cheese

**Pancake:** Pancake Day will be January 11, 2023; the price has been raised to \$10 for adults and kids \$8 for ages 6-10 and kids 5 & under are free; no deliveries after 10:30 a.m. and after 4:30 p.m.; the week of the breakfast setup on Monday and patty night on Tuesday; and \$200 donation for hogs.

**Dance/Gun Raffle:** \$700 net profit on gun raffle and 50/50 raffle was not held.

**Golf:** Nothing

**Fire Prevention:** Thanks to all who helped with fire prevention. The schools were very thankful!

Rescue Discussion

Old Business: Nothing to report

New Business: The roster is currently full with 37 FF's; November 22 county association meeting in Ainsworth; thank you for help with fire prevention and firemen's dance; help for holiday parade at the end of month will be needed; training will be November 16 attend if you need training hours; April 1 & 2 state fire school will be held; possible house burns may be happening; rehab policy vote at county meeting this month; radio maintenance was completed last month; Chief DeLong gave his monthly update on his doings; and motion by Tom W and second by Scott to donate \$500 to Trevor Owens a Wellman Firefighter who was recently burnt on a call, motion passed.

Discussion of Calls:

Roll taken; Motion to adjourn by Andy; seconded by Kevin; motion passed at 7:40 p.m.

Minutes completed by:

*Philip Morris* - secretary

# MAINTENANCE & CONSTRUCTION DEPT. REPORT

11-26-22/12-9-22

**STREETS:** Personnel concluded the leaf vac program for the season, total loads (153). Personnel installed two 35 MPH speed limit signs on West Buchanan St east of Hwy 1.

**WATER DISTRIBUTION:** Personnel repaired a rod at both locations-526 South Marion Ave & 1103 East 3rd St.

**SEWER COLLECTION:** Personnel televised a 24 inch sanitary sewer on North 4th Ave downstream to 319 North 4th Ave, where a contractor was excavating. Personnel jetted in the 500 & 600 block of South Iowa Ave and flushed terminal manholes and trouble spots using a total of 63,000 gallons of water.

**STORM SEWER COLLECTION:** Personnel barricaded an intake on a call out where the approach had dropped.

**MECHANIC/SHOP:** Personnel serviced PD 307 (transfer case, drive shaft, exhaust and transmission reinstalled), Parks Truck (rewired injector and new battery), #144 (new battery), Development Services (full service), MWRAP and WWTP truck service.

**OTHER:** Personnel responded to 17 One Call Locates. Personnel went around one more time throughout the town picking up yard waste/bags.

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





# Washington Police Department

James Lester, Chief of Police

215 East Washington Street

Washington, Iowa 52353

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

## Activity Report November 2022

Rhonda Hill  
Administrative Assistant

Lyle Hansen  
Lieutenant

Shamus Altenhofen  
Lieutenant

Jason Chalupa  
Sergeant

Benjamin Altenhofen  
Sergeant

Brian VanWilligen  
Investigator

Eric Kephart  
K-9 Handler

Seth Adam  
Police Officer

Aaron Kephart  
Police Officer

Tanner Lavelly  
Police Officer

Christopher Raymer  
Police Officer

Mia Brdecka  
Police Officer

Calls for service were down slightly in November with just 386, though we did see increases in mental health crisis calls and no contact order offenses over last month.

We assisted with Main Street Washington's Lighted Holiday Parade on November 26 with the assistance of the Washington Fire Department.

Sgt. Altenhofen participated in Kirkwood Regional Center's career day talking with students interested in a career in law enforcement and he also served as a guest instructor for defensive tactics at the Iowa Law Enforcement Academy.

Investigator VanWilligen completed a three-day Advanced Interview and Interrogation course in Marion.

Chief Lester assisted with domestic abuse scenario training at the Iowa Law Enforcement Academy and he and Officer Adam also joined the Washington High School Morale Machine in a fun morning of "turkey bowling", just before the Thanksgiving break.

Respectfully submitted,

  
Jim Lester  
Chief of Police

# Washington Police Department

215 East Washington Street

Washington, Iowa 52353

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

---

## 2022 Activity & Offense Report For the Month of: November

ACTIVITY	Previous Month	Current Month	Year – to – Date
<b>Calls For Service</b>	<b>417</b>	<b>386</b>	<b>4769</b>
Animal Calls	32	24	364
Citations / Warnings	17	4	338
Parking Tickets	31	6	146
Golf Cart/UTV Registrations	0	0	38
Vehicle Unlocks	29	27	293
Arrest Warrants Served	10	8	113
Search Warrants Served	0	2	40
Mental Health Crisis	7	17	168
Traffic Stops	29	18	391
Traffic Accidents	20	16	185
Arrests	35	39	450
<b>Reportable Offenses</b>	<b>47</b>	<b>51</b>	<b>640</b>
Assault	7	6	90
Burglary	2	1	29
Burglary to Motor Vehicle	4	2	25
Domestic Assault	1	2	24
No Contact Order Violation	2	6	33
Criminal Mischief/Vandalism	6	5	89
Drunkenness (Intoxication)	1	2	18
Driving Intoxicated (OWI)	1	2	17
Drug Offense	0	1	36
Drug Paraphernalia	0	2	17
Harassment/Intimidation	2	3	26
Sex Offense	0	1	8
Theft (Includes Shoplifting)	6	4	94
Trespass	3	4	17
Weapons Violation	0	0	2

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

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

**Well 7:** Well 7 passed its bacteria tests and is available to be put back in service. We continue to flush it because the iron numbers are a little higher than we like. This is due to sitting for so long. After periodically flushing it, we will put it back in service once the iron numbers go back down to normal.

**Water Plant Operations:** I submitted payment to the DNR for our annual water use permit. I submitted our October MOR to the DNR. I attended a DNR zoom meeting on lead and copper inventory. We read water meters, book 7, our monthly extra meter list, all unread meters, and re-reads. We changed 10 water meters in November. We continue to work on changing dead meters. We collected routine monthly bacteria samples and well 7 samples; the results were absent. Our bulk chemicals were filled up. Vesco came, calibrated, and serviced our chemical pumps. While Vesco was here we took inventory on parts and ordered spare parts for chemical pumps. Jetco remoted into our SCADA and programmed our chlorine settings as the calibration by Vesco had the numbers off from the SCADA to the chemical pumps. We ordered some glassware for the lab from Hach. We recorded our monthly well levels, changed bag filters, RO 1 filters, and RO 2 filters. Electric pump came and uninstalled and re-installed programming on RO1 because it was frozen due to a power outage. We had five shut offs this month, and all five are back on. Ace Electric serviced our generator. Our A/C unit in our controls room stopped working due to a bad coil that was leaking coolant. Frank Millard is going to fix this. The part is still under warranty so we will just have to pay for labor. The sprinkler system was inspected. Harris boyz serviced all of our hvac equipment and the Scissor lift was needed for this. The Fire Department used the Scissor lift. We got all our facilities ready for winter, making sure heaters were on and functioning at the well houses and towers. I adjusted the timing of the south tower lights to come on earlier per citizen's request. Sally, Elain, and Jeff used the explorer for an out-of-town training. I monitored the plant and tower levels during the Greiner building fire.

**Operators:** Normal day to day operations for Will and myself. We still plan to take some exams in the near future. Happy Holidays!

**Meetings attended:** Weekly staff meetings, 1 on 1 with Deanna, safety meeting, an all staff meeting regarding assistance for the cemetery, and a DNR zoom meeting.

If you have any questions or concerns, please do not hesitate to contact myself or Will.

Thanks, stay safe!

**WWTP report  
December 20<sup>th</sup> , 2022  
Council meeting**

- **After hour alarm and dog call outs –**
  - 12-3-22 Alarm at Park side Lift station at 8:00 a.m. Jason
  - 12-3-22 Dog call to WWTP @ 3:00 p.m. Dylan
  - 12-7-22 Dog call to 202 N Ave. D @ 5:30 p.m. Dylan
  
- **Dept Head meetings –Dec. 13<sup>th</sup> 20<sup>th</sup>**
  
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO, Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.
  
- **Safety Class-**The WWTP staff participated in the Fire prevention and Emergency Preparedness classes put on by IAMU.
  
- **WWTP Tour-**Some staff from North Liberty and Steve Troyer came down for a visit to look and see our self cleaning wet well and how it operates for an upcoming project in North Liberty.
  
- **Lexington Lift Station-**One of the pumps threw an alarm that there was moisture in the motor. I had the pump pulled by Iowa Pump Works and taken back to their shop for repair.
  
- **WWTP November 2022, Discharge Monitoring Report (DMR) –** Average daily flow **1.119 million gallons (mg)**, maximum daily flow **2.752 mg**, minimum daily flow **0.734 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for November = **>3.29"** (recorded at the WWTP).

<b>CBOD5 removal 85% required</b>	<b>result = 99.7 %</b>
Influent CBOD5 monthly total =	<b>1180.1 mg/L</b>
Effluent CBOD5 monthly total =	<b>3.22 mg/L</b>

<b>TSS removal 85% required</b>	<b>result =98.2 %</b>
Influent TSS monthly total =	<b>1781 mg/L</b>
Effluent TSS monthly total =	<b>32 mg/L</b>

The Plant is Required 85% removal of both CBOD aTSS.

**\*Due to all Effluent samples being under detection levels the results are counted as 0**

**Jason Whisler  
12/16/2022 2:00 P.M.**



## Case Report

11/17/2022 - 12/15/2022

Case Date	Main Status	Actions Taken	Method of Warning	Parcel Address	Description
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**Group: Closed**

12/7/2022	Closed		Hanger	902 E 2ND ST	junk at curb
12/7/2022	Closed		Hanger	609 E 2ND ST	mattresses in back by garage
12/7/2022	Closed		Phone Call	1319 N 3RD AVE	microwave at curb
12/5/2022	Closed	left metal scrappers phone number	Hanger	303 W MADISON ST	stove in backyard
12/5/2022	Closed		Hanger	218 E MAIN ST	couch at curb
12/1/2022	Closed		Hanger	726 E WASHINGTON ST	recliner outside boat on grass
11/30/2022	Closed		Hanger	741 E 2ND ST	junk vehicle and appliance
11/29/2022	Closed		Hanger	906 W MAIN ST	indoor furniture outside
11/28/2022	Closed	took pictures	Letter	414 W JEFFERSON ST	pile of junk by garage
11/28/2022	Closed	called metal scrapper	Hanger	420 W MAIN ST	dryer at curb
11/22/2022	Closed	called metal scrapper	Hanger	101 S 12TH AVE	stove & microwave at curb
11/21/2022	Closed		Hanger	402 E MAIN ST	furniture at curb
11/21/2022	Closed		Hanger	626 E 2ND ST	furniture at curb
11/17/2022	Closed	called metal scrapper	Hanger	1030 N IOWA AVE	grill @ curb

11/17/2022	Closed		Verbal Warning	803 S 3RD AVE	boat on grass
11/17/2022	Closed		Hanger	910 S 11TH AVE	junk at curb
11/17/2022	Closed	called metal scrapper	Hanger	513 S 8TH AVE	appliance at curb

**Group Total: 17**

**Group: Open**

12/14/2022	Open		Hanger	901 N 5TH AVE	stove by porch
12/13/2022	Open	took pictures	Letter	615 N IOWA AVE	garage
12/13/2022	Open		Hanger	502 N IOWA AVE	trash bags on porch
12/12/2022	Open		Hanger	1005 W MADISON ST	dumpster in front yard, appliances in back yard
12/12/2022	Open		Hanger	721 S IOWA AVE	mattresses at curb
12/12/2022	Open		Hanger	601 E JEFFERSON ST	appliance in side yard
12/7/2022	Open	took pictures	Letter	1027 E 2ND ST	junk trees around garage and alley
12/7/2022	Open		Hanger	1317 E 3RD ST	junk vehicle
12/2/2022	Open	took picture sent landlord letter on 12/12	Hanger	715 E WASHINGTON ST	junk vehicle and indoor furniture outside
12/2/2022	Open	contacted landlord	Email	439 E MADISON ST	trailer full of garbage bags
12/1/2022	Open	took picture	Letter	627 E MAIN ST	trash bags broke open
12/1/2022	Open	took new pictures. furniture and appliances 12/12/22	Letter	602 E WASHINGTON ST	junk and junk vehicle
12/1/2022	Open		Hanger	1108 E TYLER ST	parked on grass

12/1/2022	Open	gave metal scrappers phone number	Hanger	720 E WASHINGTON ST	freezer on back patio
11/29/2022	Open	took picture	Letter	507 N 2ND AVE	junk vehicle
11/18/2022	Open	took pictures	Letter	114 N 4TH AVE	siding on house
11/17/2022	Open	took picture	Letter	615 E MADISON ST	fence needs repaired and vehicle needs to be on an "all-weather-surface" and current license

**Group Total: 17**

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**Total Records: 34**

**12/15/2022**



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



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

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## **Annual Report of the Washington Historic Preservation Commission**

The Washington Historic Preservation Commission is comprised of 5 members: Bethany Glinsmann, Shellie Krotz, Craig Pettit, Evie Richardson, and Fred Stark. The Commission met four times in 2022: April 27, June 20, September 19, and December 5.

During this calendar year, the commission held a demolition review of the property at 321 S. Iowa Avenue (the former Captain's Table) and submitted a recommendation for the demolition to council, reviewed a cell tower project at 444 E. 3<sup>rd</sup> Street, and continued efforts to restore the Woodlawn Cemetery shelter and gates through this fall.

A ribbon cutting with educational program was held on December 5<sup>th</sup> at Woodlawn Cemetery upon the project's complete. Former chair of the commission Mary Patterson shared the history of the gates and shelter and how the project came to be. The restoration project was done in part by a Resource Enhancement and Protection – Historical Resource Development Grant with the State Historical Society of Iowa. Matching funds were provided by the City. The grant was awarded in 2018 and work was completed in 2022. *(Please see attached before and after photos.)*

The Woodlawn Cemetery gates and shelter were placed on the National Register of Historic Places in 2016. The shelter was constructed with local funds by the Washington Improvement League, founded in 1915 by some of Washington's leading women. Additionally, it is one of three known and standing Egyptian Revival structures in the state.

Looking ahead, the commission is discussing further work on the shelter to complete the doors, windows, and add informational signage while researching grants to assist with these endeavors.



*“One of the 100 Best Small Towns in America”*



**BEFORE PHOTOS:**



*“One of the 100 Best Small Towns in America”*

**AFTER PHOTOS:**



*“One of the 100 Best Small Towns in America”*

**CITY OF WASHINGTON, IOWA  
CLAIMS REPORT  
DECEMBER 20, 2022**

<b>POLICE</b>	ACE-N-MORE	AMMO	1,220.64
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	80.18
	AXON ENTERPRISES, INC	CONTRACT PAYMENT	5,724.00
	BDH TECHNOLOGY LLC	IT CONTRACT	538.00
	CAPPER CHRYSLER DODGE JEEP RAM	MOTOR FOR 307	6,041.42
	EMBROIDERY BARN	UNIFORM ALTERATIONS	21.00
	IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP RENEWAL	125.00
	ISCIA	CONFERENCE REGISTRATION	175.00
	RACOM CORPORATION	RADIO EARPIECES	325.00
	VERIZON WIRELESS	WIRELESS SERVICE	882.49
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	22.00
		<b>TOTAL</b>	<b>15,154.73</b>
	<b>FIRE</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL
CINTAS CORP LOC. 342		TOWEL SERVICE	87.87
VERIZON WIRELESS		WIRELESS SERVICE	120.03
		<b>TOTAL</b>	<b>240.40</b>
<b>ANIMAL CONTROL</b>	TOWN & COUNTRY VET CLINIC	SERVICE-11/30/2022	232.00
		<b>TOTAL</b>	<b>232.00</b>
<b>DEVELOPMENT SERVICES</b>	IABO	CONFERENCE- FOR BLDG OFFIC	451.41
	MARIE, LINDA	EMBROIDER COATS	108.00
	VERIZON WIRELESS	WIRELESS SERVICE	179.03
		<b>TOTAL</b>	<b>738.44</b>
<b>LIBRARY</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL	40.00
	ACE-N-MORE	JANITORIAL SUPPLIES	81.39
	ALLIANT ENERGY	ALLIANT ENERGY	2,561.77
	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	95.65
	BAKER & TAYLOR	LIBRARY MATERIALS	745.26
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	226.00
	CINTAS CORP LOC. 342	MAT SERVICE	84.57
	GAZETTE COMMUNICATIONS INC	SUBSCRIPTION	234.00
	JOHNSON CONTROLS	HVAC REPAIR	737.50
	KCTC	PHONE & INTERNET	447.09
	KOVACH, VIRGINIA	PROGRAMMING	40.00
	VALENTINE, TAMMY	HOMEBOUND DELIVERIES	8.13
		<b>TOTAL</b>	<b>5,301.36</b>
	<b>PARKS</b>	ACE-N-MORE	SUPPLIES
ALLIANT ENERGY		ALLIANT ENERGY	1,082.38
AMAZON CAPITAL SERVICES		BABY CHANGING STATION	296.51
MIDWEST TREE SERVICE INC.		XMAS DECORATIONS INSTALLED	750.00
WASHINGTON LUMBER		LUMBER	25.92
		<b>TOTAL</b>	<b>2,415.14</b>
<b>CEMETERY</b>	ACE-N-MORE	SUPPLIES	355.13
	ATCO INTERNATIONAL	GLOVES/OIL DRY	449.30
		<b>TOTAL</b>	<b>804.43</b>
<b>FINANCIAL ADMIN</b>	ACE-N-MORE	SUPPLIES	373.97
	ALL AMERICAN PEST CONTROL	PEST CONTROL	32.50
	BAKER PAPER & SUPPLY	COPY PAPER	246.79
	BROWN, KELSEY	MILEAGE REIMBURSEMENT	162.50



	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	40.00
	CINTAS CORP LOC. 342	RUG SERVICE	55.55
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	220.00
	IOWA RADIO PLUS	ADVERTISING	57.44
	KCTC	BATTERY BACK-UP INSTALLATI	330.99
	PACE PAYMENT SYSTEMS	PACE ADMIN FE	20.00
	PITNEY BOWES GLOBAL FIN SERVICES LLC	METER LEASE	313.44
	STOREY KENWORTHY/MATT PARROTT	SUPPLIES- TAX FORMS	232.13
	VERIZON WIRELESS	WIRELESS SERVICE	127.54
	WASH COUNTY MINIBUS	LOST-SEPT RECON/DEC	31,113.55
	WASHINGTON LAW OFFICE, LLP	FORMS & FEES FOR 1099'S	450.00
	WMPF GROUP LLC	LEGAL ADVERTISING	1,224.96
		<b>TOTAL</b>	<b>35,001.36</b>
<b>AIRPORT FUND</b>	ALLIANT ENERGY	ALLIANT ENERGY	1,044.47
	BAUTISTA MIRANDA, YOLANDA	NOVEMBER CLEANING	300.00
	VERIZON WIRELESS	WIRELESS SERVICE	46.34
	WINDSTREAM IOWA COMMUNICATIONS	DECEMBER SERVICE	194.89
		<b>TOTAL</b>	<b>1,585.70</b>
<b>ROAD USE</b>	ACE-N-MORE	LEAF BOX PARTS/SUPPLIES	36.47
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	320.00
	HIWAY SERVICE CENTER	GROUND CABLE REPAIR	9.54
	MID-AM RES. CHEMICAL CORP	ANTI-SEIZE COPPER	425.26
	TIFCO INDUSTRIES	BOLTS	107.57
		<b>TOTAL</b>	<b>898.84</b>
<b>STREET LIGHTING</b>	ACE ELECTRIC. INC	LIGHT REPAIR	187.50
	ALLIANT ENERGY	ALLIANT ENERGY	343.57
	ELECTRICAL ENGINEERING & EQUIPMENT CO	DECRACTIVE LIGHT POLE/REPAIR	7,832.00
	MARIE ELECTRIC INC.	BULBS	67.97
		<b>TOTAL</b>	<b>8,431.04</b>
<b>INDUSTRIAL DEVELOP</b>	WEDG	WEDG SHARE-915 E TYLER	3,638.57
	WMPF GROUP LLC	LEGAL ADVERTISING	24.85
		<b>TOTAL</b>	<b>3,663.42</b>
<b>SIDEWALK REPAIR</b>	LIBE, PERRY	SIDEWALK REPLACEMENT	832.00
	REFORMED PRESBYTERIAN CHURCH	SIDEWALK REPLACEMENT	432.00
		<b>TOTAL</b>	<b>1,264.00</b>
<b>LIBRARY GIFT</b>	LIBRARY FURNITURE INERNATIONAL, INC	SHELVING CHILDRENS AREA	7,180.00
	OVERDRIVE, INC.	DIGITAL MATERIALS	438.55
	SCHOLASTIC LIBRARY PUBLISHING	LIBRARY MATERIALS	93.90
		<b>TOTAL</b>	<b>7,712.45</b>
<b>WATER PLANT</b>	ACE-N-MORE	SUPPLIES	13.34
	ANDERSON, BRETT	WATER DEPOSIT REFUND	91.24
	BOULTON, CASSANDRA	WATER DEPOSIT REFUND	110.45
	EPPERLY, RANDY	MILEAGE REIMBURSEMENT	9.38
	FERGUSON WATERWORKS# 2516	BELT CLIP REPAIR/METER/PARTS	1,507.27
	GLOBAL PAYMENTS	DC/CC ADMIN FEE	2,522.12
	HACH COMPANY	SUPPLIES	158.35
	HARRIS BOYZ HEATING & AIR LLC	A/C SYSTEM/PUMP STATION REPAIR	1,783.63
	HARVEY, LYNN A	WATER DEPOSIT REFUND	106.68
	IA DEPT OF REVENUE	WET TAX	7,494.64
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	124.00
	IOWA BRED LLC	WATER DEPOSIT REFUND	23.71
	MIDWEST ALARM	FIRE ALARM INSPECTION	622.56

	PROENNEKE, SHERYL	WATER DEPOSIT REFUND	20.72
	VERIZON WIRELESS	WIRELESS SERVICE	46.34
	VESSCO INC.	REPAIRS TO WATER PLANT	5,516.56
	WATER SOLUTIONS UNLIMITED	CHEMICALS	8,055.95
		<b>TOTAL</b>	<b>28,206.94</b>
<b>WATER DISTRIBUTION</b>	ACE-N-MORE	GLOVES & AIR COMP PARTS/SUPPLIES	148.66
	APPLIED INDUSTRIAL TECHNOLOGIES	EQUIPMENT REPAIR	222.09
	BARRON MOTOR SUPPLY	SUPPLIES	24.98
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	114.78
	DOUDS STONE LLC	ROADSTONE	489.44
	MUNICIPAL MANAGEMENT CORP.	LEAK DETECTION	3,000.00
	TERMINAL SUPPLY CO.	BREAK THROUGH PLUG	116.97
	VERIZON WIRELESS	WIRELESS SERVICE	92.68
		<b>TOTAL</b>	<b>4,209.60</b>
<b>SEWER PLANT</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
	ALLIANT ENERGY	ALLIANT ENERGY	10,450.22
	ARNOLD MOTOR SUPPLY	502 REPAIR	595.00
	DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	246.96
	IA DEPT OF REVENUE	SALES TAX	2,085.22
	IGRAPHIX, INC	SHIPPING	14.18
	IOWA PUMP WORKS INC	LEXINGTON PUMP SERVICE	1,501.45
	MORNING SUN FARM	VALVE FOR TRACTOR	1,511.00
	VERIZON WIRELESS	WIRELESS SERVICE	134.02
	WINDSTREAM IOWA COMMUNICATIONS	DECEMBER SERVICE	227.20
		<b>TOTAL</b>	<b>16,800.25</b>
<b>SEWER COLLECTION</b>	DE BOEF GRINDING LLC	GRIND YARD WASTE	2,500.00
	IOWA ONE CALL	SERVICE	128.70
	MARTIN EQUIPMENT OF IA-IL	BACKHOE REPAIR	1,285.02
	VERIZON WIRELESS	WIRELESS SERVICE	84.35
		<b>TOTAL</b>	<b>3,998.07</b>
<b>SANITATION</b>	JOHNSON COUNTY REFUSE INC	FALL CLEAN UP	4,275.00
		<b>TOTAL</b>	<b>4,275.00</b>
<b>SELF INSURANCE</b>	EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	366.52
		<b>TOTAL</b>	<b>366.52</b>
		<b>TOTAL</b>	<b>141,299.69</b>

CITY OF WASHINGTON, IOWA  
MONTH TO DATE TREASURERS REPORT  
NOVEMBER 30, 2022

FUND	11/1/2022 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	11/30/2022 ENDING CASH BALANCE
001-GENERAL FUND	1,020,816.47	316,236.18	-	307,510.14	-	1,029,542.51
002-AIRPORT FUND	343,802.89	20,181.14	-	6,345.54	-	357,638.49
010-CHAMBER REIMBURSEMENT	3,194.15	18,577.61	-	15,630.61	-	6,141.15
011-MAIN STREET REIMBURSEMENT	(657.93)	-	-	(1,120.76)	-	462.83
012-WEDG REIMBURSEMENT	1,926.86	8,060.82	-	7,348.38	-	2,639.30
050-DOWNTOWN INCENTIVE GRANT	163,473.15	-	-	-	-	163,473.15
110-ROAD USE	559,003.08	81,328.46	-	60,004.44	-	580,327.10
112-EMPLOYEE BENEFITS	-	32,722.99	-	32,722.99	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	21,143.00	2,639.64	-	23,782.64	-	-
121-LOCAL OPTION SALES TAX	54,505.22	69,949.00	-	124,454.22	-	-
122-LOST DEBT SERVICE	154,790.00	-	-	24,595.00	-	130,195.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	122,678.14	-	-	2,450.00	-	120,228.14
125-UNIF COMM UR-NE IND	13,872.89	8,861.24	-	-	-	22,734.13
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	-	-	-	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	39,697.83	4,022.20	-	-	-	43,720.03
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	20,987.46	-	-	-	-	20,987.46
133-UNIF COMM UR-IRE	53,951.72	-	-	-	-	53,951.72
134-DOWNTOWN COMM UR	63,073.48	5,572.71	-	2,137.71	-	66,508.48
145-HOUSING REHABILITATION	(19,155.68)	-	-	1,210.00	-	(20,365.68)
146-LMI TIF SET-ASIDE	151,266.11	-	-	-	-	151,266.11
200-DEBT SERVICE	429,887.81	35,846.47	-	111,363.75	-	354,370.53
300-CAPITAL EQUIPMENT	147,053.70	-	-	-	-	147,053.70
301-CAPITAL PROJECTS FUND	2,859,654.12	40,509.55	-	748,637.35	-	2,151,526.32
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	576,853.27	-	-	-	-	576,853.27
308-INDUSTRIAL DEVELOPMENT	381,025.24	8,811.26	-	-	-	389,836.50
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	11,424.50	-	-	-	-	11,424.50
311-SIDEWALK REPAIR & REPLACE	87,282.86	-	-	1,040.00	-	86,242.86
312-TREE REMOVAL & REPLACE	22,748.59	-	-	-	-	22,748.59
315-RESIDENTIAL DEVELOPMENT	583,051.40	2,197.77	-	694.75	-	584,554.42
317-ARPA CAPITAL PROJECTS	981,817.54	1,867.73	-	-	-	983,685.27
325-BUILDING & FACILITY MAINT	13,524.60	-	-	-	-	13,524.60
510-MUNICIPAL BAND	4,768.03	2,750.00	-	-	-	7,518.03
520-DOG PARK	4,443.11	-	-	-	-	4,443.11
530-TREE COMMITTEE	15,361.74	100.00	-	-	-	15,461.74
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	2,427.60	250.00	-	49.99	-	2,627.61
545-SAFETY FUND	3,636.89	-	-	-	-	3,636.89
550-PARK GIFT	56,303.21	70.04	-	2,104.60	-	54,268.65
570-LIBRARY GIFT	369,009.33	765.58	-	5,323.49	-	364,451.42
580-CEMETERY GIFT	7,433.00	-	-	5,355.00	-	2,078.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	591,247.66	163,565.16	-	95,458.59	-	659,354.23
601-WATER DEPOSIT FUND	31,095.00	1,500.00	-	1,800.00	-	30,795.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	323.50	1,843.50	-	2,167.00	-	-
610-SANITARY SEWER	606,057.12	199,834.75	-	129,881.56	-	676,010.31
612-SEWER SINKING	-	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	87,769.62	53,926.30	-	50,902.35	-	90,793.57
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	493,645.85	3,458.82	-	4,522.46	-	492,582.21
951-UNEMPLOYMENT SELF INS	73,595.61	242.15	-	-	-	73,837.76
<b>TOTAL BALANCE</b>	<b>11,293,570.60</b>	<b>1,085,691.07</b>	<b>-</b>	<b>1,766,371.80</b>	<b>-</b>	<b>10,612,889.87</b>

**Cash in Bank - Pooled Cash**

		Interest Rate
Wash St. Bank - Operating Account	4,388,776.25 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	-
Cash in Drawer	350.00	N/A
Investment in IPAIT	561,473.35	0.20%
Wash St - Farm Mgmt Acct	237,643.15	-
Wash St Bank - CD 1/14/2019	521,645.82	0.65%
Wash St Bank - CD 08/30/2018	269,388.54	0.65%
Wash St Bank - ISC Account	4,633,612.76	3.20%
<b>TOTAL CASH IN BANK</b>	<b>10,612,889.87</b>	

(1) Washington State Bank  
Outstanding Deposits & Checks/Wages payable  
4,388,776.25

CITY OF WASHINGTON, IOWA  
YEAR TO DATE TREASURERS REPORT  
NOVEMBER 30, 2022

FUND	7/1/2022	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	11/30/2022
	BEGINNING					REVENUES
	CASH BALANCE					BALANCE
001-GENERAL FUND	1,022,613.53	1,935,616.41	-	1,928,687.43	-	1,029,542.51
002-AIRPORT FUND	358,953.40	200,165.71	-	201,480.62	-	357,638.49
010-CHAMBER REIMBURSEMENT	7,902.24	70,164.29	-	71,925.38	-	6,141.15
011-MAIN STREET REIMBURSEMENT	2,118.03	12,858.21	-	14,513.41	-	462.83
012-WEDG REIMBURSEMENT	2,584.82	40,304.10	-	40,249.62	-	2,639.30
050-DOWNTOWN INCENTIVE GRANT	163,473.15	-	-	-	-	163,473.15
110-ROAD USE	504,763.55	449,123.16	-	373,559.61	-	580,327.10
112-EMPLOYEE BENEFITS	-	415,356.59	-	415,356.59	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	33,546.43	-	33,546.43	-	-
121-LOCAL OPTION SALES TAX	-	443,926.65	-	443,926.65	-	-
122-LOST DEBT SERVICE	-	154,790.00	-	24,595.00	-	130,195.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	122,812.24	19,999.20	-	22,583.30	-	120,228.14
125-UNIF COMM UR-NE IND	-	22,734.13	-	-	-	22,734.13
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	21,965.01	-	21,965.01	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	43,720.03	-	-	-	43,720.03
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	20,987.46	-	-	-	20,987.46
133-UNIF COMM UR-IRE	-	53,951.72	-	-	-	53,951.72
134-DOWNTOWN COMM UR	-	68,646.19	-	2,137.71	-	66,508.48
145-HOUSING REHABILITATION	35,643.82	57,712.00	-	113,721.50	-	(20,365.68)
146-LMI TIF SET-ASIDE	151,266.11	-	-	-	-	151,266.11
200-DEBT SERVICE	56,467.63	454,888.01	-	156,985.11	-	354,370.53
300-CAPITAL EQUIPMENT	147,053.70	-	-	-	-	147,053.70
301-CAPITAL PROJECTS FUND	437,301.66	5,201,725.94	-	3,487,501.28	-	2,151,526.32
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	398,997.29	177,855.98	-	-	-	576,853.27
308-INDUSTRIAL DEVELOPMENT	255,745.84	158,449.19	-	24,358.53	-	389,836.50
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	6,353.50	6,057.00	-	986.00	-	11,424.50
311-SIDEWALK REPAIR & REPLACE	90,642.86	-	-	4,400.00	-	86,242.86
312-TREE REMOVAL & REPLACE	23,988.59	-	-	1,240.00	-	22,748.59
315-RESIDENTIAL DEVELOPMENT	278,930.49	326,178.75	-	20,554.82	-	584,554.42
317-ARPA CAPITAL PROJECTS	523,763.25	549,759.02	-	89,837.00	-	983,685.27
325-BUILDING & FACILITY MAINT	13,524.60	-	-	-	-	13,524.60
510-MUNICIPAL BAND	4,743.03	2,775.00	-	-	-	7,518.03
520-DOG PARK	4,443.11	-	-	-	-	4,443.11
530-TREE COMMITTEE	11,322.84	4,550.00	-	411.10	-	15,461.74
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	4,590.86	-	-	-	-	4,590.86
541-K-9 PROGRAM	2,809.30	300.00	-	481.69	-	2,627.61
545-SAFETY FUND	2,636.89	1,000.00	-	-	-	3,636.89
550-PARK GIFT	32,135.30	30,889.29	-	8,755.94	-	54,268.65
570-LIBRARY GIFT	354,318.68	18,872.27	-	8,739.53	-	364,451.42
580-CEMETERY GIFT	7,433.00	-	-	5,355.00	-	2,078.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	495,798.75	885,756.34	-	722,200.86	-	659,354.23
601-WATER DEPOSIT FUND	30,835.00	9,300.00	-	9,340.00	-	30,795.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	-	86,443.92	-	86,443.92	-	-
610-SANITARY SEWER	188,444.50	1,106,335.36	-	618,769.55	-	676,010.31
612-SEWER SINKING	-	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	8,512.66	-	8,512.66	-	-
670-SANITATION	67,068.52	269,522.87	-	245,797.82	-	90,793.57
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	463,148.16	43,950.31	-	14,516.26	-	492,582.21
951-UNEMPLOYMENT SELF INS	73,505.00	3,073.64	-	2,740.88	-	73,837.76
<b>TOTAL BALANCE</b>	<b>6,427,303.24</b>	<b>13,411,762.84</b>	<b>-</b>	<b>9,226,176.21</b>	<b>-</b>	<b>10,612,889.87</b>

**Cash in Bank - Pooled Cash**

		<u>Interest Rate</u>
Wash St. Bank - Operating Account	4,388,776.25 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	561,473.35	0.20%
Wash St - Farm Mgmt Acct	237,643.15	
Wash St Bank - CD 1/14/2019	521,645.82	0.65%
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Wash St Bank - ISC Account	4,633,612.76	3.20%
<b>TOTAL CASH IN BANK</b>	<b>10,612,889.87</b>	

(1) Washington State Bank  
Outstanding Deposits & Checks/Wages payable  
4,388,776.25

**Washington Fire Department**  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-2239 Phone  
(319) 653-5273 Fax  
[www.washingtoniowa.gov](http://www.washingtoniowa.gov)



**Brendan DeLong- Fire Chief**  
Bill Hartsock- 1<sup>st</sup> Asst Fire Chief  
Jim Williams- 2<sup>nd</sup> Asst Fire Chief  
Carrie Ornduff- Asst Chief of EMS

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**MEMO**

**TO: Mayor & City Council**

**CC: City Administrator**

**RE: Mayoral Affirmation of Fire Department Election Results for 2023**

Mayor & Council-

At our December meeting a motion was made to bypass the election procedure and keep the same officers for 2023. This motion was met with 100% support and none against.

The following are the 2023 fire department officers:

Fire Chief- Brendan DeLong  
1<sup>st</sup> Asst Fire Chief- Bill Hartsock  
2<sup>nd</sup> Asst Fire Chief- Jim Williams  
Secretary/Treasurer- Philip Morris

I request approval & mayoral affirmation of these results. I appreciate your support.

Brendan DeLong  
Fire Chief



NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A  
LOAN AGREEMENT AND BORROW MONEY IN AN AMOUNT OF NOT TO EXCEED  
\$80,000 TO PURCHASE A POLICE VEHICLE.

The City Council of the City of Washington, Iowa, will meet on the 20<sup>th</sup> day of December, 2022, at the Council Chambers, Washington Municipal Building, 215 E. Washington Street, Washington, Iowa, at 6:00 p.m., for the purpose of taking action to enter into a Loan Agreement and borrow money in the aggregate amount of not-to-exceed \$80,000 for the purpose of paying the cost of equipping the Washington Police Department and related costs, by purchasing a vehicle and equipping said vehicle for use by the Washington Police Department.

Written comments may be filed at the City Clerk's office at 215 E Washington Street no later than 5:00 p.m. or by email to [sallyhart@washingtونيowa.gov](mailto:sallyhart@washingtونيowa.gov) no later than 5:00 p.m., Tuesday, December 20, 2022 and they will be recorded in the minutes.

The Loan Agreement is proposed to be entered into pursuant to the authority contained in Sections 384.24A and 384(3)(l) of the Code of Iowa and will constitute general obligations of the City of Washington.

After receiving any objections, oral or written, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Washington City Council.

/s/ Sally Y. Hart, City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND APPROVING A  
LOAN AGREEMENT WITH FEDERATION BANK**

WHEREAS, the City Council of the City of Washington, Iowa, (the “City”), has published a notice and held a public hearing pursuant to Section 384.24A of the Code of Iowa, on the question of entering into a General Obligation Loan Agreement (the “Loan Agreement”) for the purpose of purchasing a police vehicle for the police department (the “Project”); and,

WHEREAS, Federation Bank has offered a loan to the City in a principal amount not to exceed \$80,000 for the purpose of paying the costs of the Project; and,

WHEREAS, Federation Bank has agreed to provide the City with certain agreements and related documents which set out the terms of the Loan (the “Loan Documents”).

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

Section 1. The Loan, in a principal amount not to exceed \$80,000, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the Loan Documents on behalf of the City of Washington, Iowa.

Section 2. The City does not plan to levy a tax for payment of the loan, and rather plans to budget sufficient funds to makes the regular yearly payments.

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

PASSED AND APPROVED this 20<sup>th</sup> day of December, 2022.

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

ATTEST:

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

STATE OF IOWA  
COUNTY OF WASHINGTON  
CITY OF WASHINGTON

I, the undersigned, City Clerk of the City of Washington, do hereby certify that as such City Clerk, I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Loan and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this 21<sup>st</sup> day of December, 2022.

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

<b>Funding Date:</b>	12/21/2022	<b>Compounding:</b>	U.S. Rule	<b>Principal:</b>	63,552.84
<b>First Payment Date:</b>	06/01/2023	<b>Period:</b>	30/360	<b>Initial Interest Rate:</b>	0.000%
		<b>Pmt Schedule:</b>	Annually	<b>Interest Rate:</b>	3.750%
				<b>Pmt Amount:</b>	17,055.25

Payment Number	Payment Date	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	06/01/2023	\$17,055.25	1,057.76	15,997.49	47,555.35	\$15,997.49
2	06/01/2024	\$17,055.25	1,783.33	15,271.92	32,283.43	\$31,269.41
3	06/01/2025	\$17,055.25	1,210.63	15,844.62	16,438.81	\$47,114.03
4	06/01/2026	\$17,055.25	616.46	16,438.79	.02	\$63,552.82
2026	<b>Totals:</b>	<b>68,221.00</b>	<b>4,668.18</b>	<b>63,552.82</b>		
	<b>Grand Totals:</b>	<b>68,221.00</b>	<b>4,668.18</b>	<b>63,552.82</b>		

*This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.*

**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, trash and junk was removed from the following listed property owners:

The property of Adams, Roger R.. located at 602 E 2<sup>nd</sup> St. for the amount of \$125.00.  
Legal description (07 01 NE WASH) Parcel Number (1117406003).

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 20th day of December, 2022.

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

Attest:

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

**RESOLUTION NO. 2022-\_\_**

**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 for water service charges that remain unpaid and delinquent for the following listed property owners:

The property of Richard Evans at 708 South Avenue B for the amount of \$95.09. Legal Description (08 01 Millers ADD). Parcel Number (1120103004).

The property of Dennis O. Ruiz and Michelle S.-O. at 421 East Madison Street for the amount of \$135.03. Legal Description (02 01 ASHBYS ADD). Parcel Number (1117460008).

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 20<sup>th</sup> day of December, 2022.

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

Attest:

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

*Deanna McCusker, City  
Administrator  
Jaron Rosien, Mayor  
Sally Hart, City Clerk  
Kevin Olson, City Attorney  
Kelsey Brown, Finance Director*



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

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## **Memorandum**

December 9, 2022

To: Mayor and City Council  
Cc: Deanna McCusker, City Administrator  
Kelsey Brown, Finance Director  
Sally Hart, City Clerk

Re: Grave opening and closing contract with Bean & Bean of Ainsworth (on an as needed basis)

I am proposing a contract for your consideration to open and close graves in Elm Grove and Woodlawn Cemeteries for when I am not available to do so. This agreement will be used only on an as needed basis. Bean & Bean have approved this agreement. Since Rick retired in May 2021, we have been operating without a firm backup plan. As many of you know, we are currently working towards a better solution for the cemetery. This agreement will allow us to have coverage in the event that I am not available. This agreement also will have the funeral homes pay us directly for grave opening and closing (like normal) and then we will pay Bean & Bean for the services they provide. Please let me know if you have any questions. Thank you for your consideration.

Respectfully Submitted,

Nicholas Duvall  
Cemetery Sexton  
City of Washington  
Elm Grove & Woodlawn Cemetery  
319-653-3927 Office  
319-461-1490 Cell  
nduvall@washingtioniowa.gov

**RESOLUTION NO. 2022 –**

**A RESOLUTION APPROVING A CEMETERY GRAVE OPENING & CLOSING  
AGREEMENT WITH BEAN & BEAN**

WHEREAS, it is necessary to have a contractor who can open and close graves when the Cemetery Sexton or other designated person is unavailable; and,

WHEREAS, Bean & Bean are local contractors that specialize in opening and closing graves; and,

WHEREAS, it is deemed necessary at this time to enter into an agreement with Bean & Bean for cemetery grave opening & closing tasks, which can automatically renew on January 1<sup>st</sup> of each new year, as mutually agreed upon by both parties.

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

Section 1. The City Council hereby approves the Cemetery Grave Opening & Closing Agreement attached to this Resolution.

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

PASSED AND APPROVED this 20<sup>th</sup> day of December, 2022.

---

Jaron P. Rosien, Mayor

ATTEST:

---

Sally Y. Hart, City Clerk



## **Cemetery Grave Opening & Closing Agreement**

This Agreement is made between Brian & Dennis Bean (DBA Bean & Bean) (Contractor) of 3297 230<sup>th</sup> St Ainsworth, IA 52201 and the City of Washington (Client) of 215 E. Washington St. PO Box 516 Washington, IA 52353.

### **1. Services to Be Performed**

The Contractor agrees to perform the following services:

Opening and closing of cemetery graves on an as needed basis at Elm Grove and Woodlawn Cemeteries (of which are owned, operated, and maintained by the Client) (Closing of graves shall happen on the same day of interment, as soon as reasonably possible after graveside service is completed)

### **2. Grave location/notification of services/weather**

Upon receiving the pertinent information for the required grave opening/closing, the Client will immediately notify the Contractor of the services needed. These will include:

The date and time of interment

Size of grave opening required

The approximate location in the cemetery

Whether the deceased has a monument, and if that monument or other nearby monuments will need to be moved to allow access to open or close the grave

Whether there is any other special information needed

The Client will then identify and locate the grave space to be opened, and mark the grave out with flags, temporary marking paint or the removal of sod. The Client will do this as soon as possible, and notify the Contractor of the marked grave space, so that the Contractor may begin the work as their schedule allows.

The Client does not hold responsible the Contractor for any graves opened and closed, that were marked out incorrectly by the Client. If this occurs, the Client will be responsible for making the necessary arrangements to correct the situation.

The Client may require a city employee or other designated person to be present when grave is opened. In accordance with City Cemetery ordinances and regulations, a city employee or other designated person, is required to be present when the grave is closed. The Contractor may be required to be the City's designated person if a city employee is not available. The Cemetery Sexton or City Administrator will have the authority to assign who the designated person is when the time arises.

If there is winter weather, the Client will remove snow and ice from the established roadways. The Client will not be responsible for moving the snow in the immediate area needed to open graves, unless that snow is needed to be moved in order to locate the grave space. The contractor will be responsible for moving the snow in the immediate area for the space that he needs to perform the opening and closing.

### **3. Payment**

In consideration for the services to be performed by the Contractor, the Client agrees to pay the Contractor at their current rates as listed below (these rates are subject to change and the Contractor is responsible for providing an updated service price list):

Full Size Grave Opening & Closing	\$650.00
Full Size Grave Opening & Closing (Double Depth)	\$1300.00
Cremation Grave Opening & Closing	\$325.00
Infant Grave Opening & Closing	\$325.00
Disinterment	Double normal charge
Interment Service in cemetery starts after 3:30 pm	\$100.00

The Contractor shall be paid within 30 days after the Contractor submits an invoice to the Client. All invoices shall be sent to the Cemetery Sexton of Elm Grove and Woodlawn, unless that person is not available, then the invoices shall be sent to City Hall. The invoice should include the following: an invoice number, the dates covered by the invoice, grave type, and the individual graves opened and closed. Any fees that the Contractor charges the Client, that are higher the Client's current charges, will be passed on to the funeral home or family making the arrangements.

### **4. Expenses**

The Contractor shall be responsible for all their expenses incurred while performing services under this Agreement. This includes, but not limited to: automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

### **5. Vehicles and Equipment**

The Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. The Client will not require the Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement, unless it is needed because of mechanical breakdown to the Contractor's equipment.

### **6. Independent Contractor Status**

The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Contractor agrees and represents, and the Client agrees, as follows:

The Contractor has the right to perform services for others during the term of this Agreement.

The Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed, so long as the grave openings are completed at least 2 hours before the scheduled interment time.

The Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

The services required by this Agreement shall be performed by the Contractor, the Contractor's employees, or contract personnel, and the Client shall not hire, supervise, or pay any assistants to help the Contractor.

## **7. Business Licenses, Permits, and Certificates**

The Contractor represents and warrants that the Contractor and the Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## **8. Workers' Compensation**

The Client shall not obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor shall cover them with Workers' Compensation Insurance to the extent required by law and provide the Client with a certificate of Workers' Compensation Insurance before the employees begin the work.

## **9. Insurance**

The Client shall not provide insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. The Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by the Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

Commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

\*Before commencing any work, the Contractor shall provide the Client with proof of this insurance\*

## **10. Indemnification**

The Contractor shall indemnify and hold the Client harmless from any loss or liability arising from performing services under this Agreement.

## **11. Term of Agreement**

This agreement will become effective when signed by both parties and will automatically renew on January 1<sup>st</sup> of each new year unless terminated by:

Negotiated Mutual Agreement (in writing)

Reasonable cause (either party may terminate this agreement, in writing, immediately if there is reasonable cause) to include: a material violation of this Agreement or any act exposing the other party to potential liability to others for personal injury or property damage.

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

**12. Exclusive Agreement**

This is the entire Agreement between the Contractor and the Client.

**13. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

**14. Confidentiality**

The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential information to the Contractor in order for the Contractor to perform duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information could cause irreparably harm to the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

**15. Applicable Law**

This Agreement will be governed by Iowa law, without giving effect to conflict of laws principles.

**Signatures**

Client/Owner:

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taxpayer ID Number

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



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

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December 9, 2022

To: Mayor & City Council  
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker  
City Administrator

Re: Cemetery Technician/Operator 1 Job Description

This job description was originally drafted when we added the second person earlier this year. We are now reviewing staffing at the cemetery and made some minor adjustments to this job description.

I am wanting Council to review and consider approving this job description so it is done for whichever direction the cemetery takes in 2023.

Thank you for your consideration.

*Deanna McCusker, City Administrator  
Jaron Rosien, Mayor  
Sally Hart, City Clerk  
Kelsey Brown, Finance Director  
Kevin Olson, City Attorney*



**City of Washington**  
215 East Washington Street  
PO Box 516  
Washington, Iowa 52353  
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---

**DATE:** December 2, 2022  
**TITLE:** Cemetery Technician/Operator 1  
**DEPARTMENT:** Cemetery  
**REPORTS TO:** Cemetery Sexton/Superintendent  
**FLSA:** Non-Exempt  
**STARTING SALARY:**  
**RESPOND BY:**

**POSITION SUMMARY:**

Under the supervision of the Cemetery Sexton/Superintendent, the Cemetery Technician/Operator 1 is a non-exempt position which performs manual, semi-skilled and skilled labor. Performs work related to the maintenance, upkeep and operations of the City's two cemeteries. Work includes operation of medium to heavy duty agricultural, construction, and related equipment. Work may also include operation of medium and heavy-duty trucks as a regular part of assigned duties. An employee of this class may occasionally operate other equipment, as assigned, on a training, relief, or temporary basis. Work involves the safe and efficient performance of manual tasks of more than ordinary difficulty requiring skills or special knowledge acquired through schooling and/or past experience.

The Technician/Operator 1 work is performed under supervision and is reviewed through inspection of work while in progress and upon completion. Performs all other duties as assigned, which may include working in other departments as needed.

**ESSENTIAL FUNCTIONS AND DUTIES:**

Position holds the primary responsibility for the following:

Participates in maintenance and repair of all cemetery facilities. Loads and unloads materials, deliveries, etc. by hand or by use of backhoe, tractor with pallet forks, or by other means or equipment; performs twisting, bending, stooping and reaching over long periods of time; drives pickups and other vehicles to and from either cemetery; assists cemetery personnel with associated activities as needed; and supervise part-time seasonal cemetery employees as needed.

Assist in keeping cemetery vehicles, buildings, grounds, tools, and equipment clean, safe, and in good working order.

Operate medium to heavy duty trucks in hauling gravel, asphalt, salt, sand, dirt, trash, brush, trees, and yard waste; performs manual work and operates equipment in cleaning work sites of debris.

Performs road maintenance, including sweeping, cleaning, road repair, crack sealing, patching, etc.

Operates and maintains mowing equipment (zero turn and tractor type), string trimmers, leaf blowers used to mow and maintain the city cemeteries.

Operates and maintains tree trimming equipment (chainsaw, pole saw, hand saw, loppers, hand pruners, etc.).

Operates and maintains grave opening and closing equipment including backhoe, dump truck, Gator, slip board, etc.

Operates and maintains pesticide application equipment for necessary applications in cemetery. Calculates and mixes proper pesticides for each application. Maintains proper records for pesticide application.

Performs snow removal on cemetery roads, spreads salt or sand as needed, and snow removal of gravesite areas and roadways for scheduled interments, with manual snow removal required around monuments and memorials.

Performs snow removal at the city airport on runways, taxiways, turn arounds, aprons, and around the office, hangers, and fuel island. Does not spread salt or sand at or near the airport.

Performs snow removal on sidewalks, and city streets as required, including the downtown area and other assigned areas.

Assists the Tree Committee in planting, mulching, planning, or removal of trees in city cemeteries, parks, and other city owned property.

May operate a variety of other pieces of light, medium, and heavy equipment in the absence of regular equipment operators or for training purposes.

Must be able to operate small, medium and large equipment in tight areas, and have an accurate knowledge of the footprint of the equipment being operated.

Must be able to assume City Sexton's duties while Sexton is on leave (vacation, sick, personal, etc.). This will include grave opening and closing, moving monuments to accommodate opening and closing of graves, selling burial plots and columbarium niches, using cemetery records of both paper and computer to determine ownership and locate specific grave spaces, locating monuments for installation, helping families find their interred relatives, public relations, and other general duties.

Must have the ability to understand the safety rules and regulations, policies, needs, equipment, instruments, tools and their uses. Ability to work within these rules, regulations and policies, and know when to stop work until a safety problem is corrected. Scheduled weekend work, emergency call out, and on call status may be required for this position.

Must have physical ability to traverse variable terrain conditions not accessible by vehicle. Must have ability to bend, stoop, lift and carry 75 pounds, and must be in general good physical health. Must have ability to hear speech and other sounds effectively for the taking of statements and directions. Must possess sufficient mental functions and capabilities to make rational decisions to handle operational needs and business decisions of the position. Must have ability to establish and maintain effective working relationships with supervisor, co-workers and the general public. Must have ability to work for extended periods of time outdoors, and under any adverse weather condition. Must be able to understand and follow instructions, written diagrams, and have mastery of the spoken and written English language. Must be able to speak, write and understand English to effectively communicate with fellow employees, contractors and the general public by telephone, electronically, in written format and face-to-face. Must have ability to

perform basic mathematical calculations. Must have basic computer knowledge and the ability to use cemetery specific computer applications (as needed).

Position performs other assigned duties as deemed necessary or as required.

Position performs other similar duties for other city departments as required. Other departments to include but not limited to; Maintenance & Construction, Parks, Water Treatment, WasteWater Treatment, Development Services, Animal Control, Building Maintenance.

**TYPICAL DUTIES:**

As above. Participates in the daily activities of the City of Washington's operations.

**KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Must have positive and professional demeanor when conducting City business. Self-starter that can work with limited supervision. Must be meticulous in the maintenance of vehicles and careful & complete in record-keeping. Must develop thorough knowledge and understanding of safety rules and regulations and City policies. Must work within and enforce these rules, regulations and policies.

Ability to effectively express ideas verbally and in writing; to prepare written reports which are informative, accurate, and comprehensive. Ability to establish and maintain positive working relationships with Supervisor, City employees and the general public. Ability to deal with all of the aforementioned tactfully and courteously. Able to solve problems and make quality decisions, when necessary, in consultation with supervisors.

**WORKING CONDITIONS:**

Mixture of inside work and outside manual work performed under variable conditions, including any adverse weather conditions. Regular lifting, climbing, stooping, reaching, and handling activities. Outside work involves standing, walking, moderate lifting, operation of trucks and other equipment and other moderately demanding physical activities. Requires ability to converse, using verbal and listening skills, with citizen customers, vendors, staff and Council. Requires eye/hand coordination, manual/finger dexterity and motor coordination. Requires clerical, forms, numerical, and verbal perception. Moderately high physical strength requirements involving the moving, lifting, pushing, carrying and pulling of objects weighing up to 75 pounds.

**REQUIREMENTS:**

High school diploma or GED required, with minimal experience in manual labor and in operation of light or medium weight trucks; or any equivalent combination of experience and training in a related area. Knowledge of traffic regulations, practices followed in the care and safe operation of all equipment, precautions necessary to work safety with and around mechanized equipment. Ability to communicate clearly and keep accurate records. Ability to understand and carry out oral instructions as well as basic written instructions. Good public appearance and positive attitude. Must possess a current Commercial Driver's License and endorsements at time of hire and throughout employment. Must obtain and keep current an Iowa Pesticide Applicators License with endorsements Turf (3T) and Right-of Way (6). Must be insurable by the city's insurance company, able to pass a thorough background check, and a pre-employment drug screen and physical.

**DISCLAIMER:**

All duties and requirements in this job description have been determined by the employer to be essential job functions consistent with ADA requirements and are representative of the functions that are necessary to successful job performance. They do not, however, reflect the only duties required. Employees in this job



class will be expected to perform other job-related duties when it can be reasonably implied that such duties do not fundamentally change the basic requirements, purpose or intent of the position.

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of WASHINGTON  
Fiscal Year July 1, 2022 - June 30, 2023

The City of WASHINGTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

**Meeting Date/Time:** 1/3/2023 06:00 PM

**Contact:** Kelsey Brown

**Phone:** (319) 653-6584 ext: 122

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

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

<b>REVENUES &amp; OTHER FINANCING SOURCES</b>		<b>Total Budget as Certified or Last Amended</b>	<b>Current Amendment</b>	<b>Total Budget After Current Amendment</b>
Taxes Levied on Property	1	3,984,796	0	3,984,796
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,984,796	0	3,984,796
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	501,810	0	501,810
Other City Taxes	6	1,070,561	0	1,070,561
Licenses & Permits	7	106,225	0	106,225
Use of Money & Property	8	256,673	0	256,673
Intergovernmental	9	3,045,318	2,755,685	5,801,003
Charges for Service	10	5,554,805	11,750	5,566,555
Special Assessments	11	25,000	0	25,000
Miscellaneous	12	433,182	396,798	829,980
Other Financing Sources	13	0	4,512,768	4,512,768
Transfers In	14	5,330,598	3,200,227	8,530,825
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>20,308,968</b>	<b>10,877,228</b>	<b>31,186,196</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	2,141,091	331,025	2,472,116
Public Works	17	1,297,389	0	1,297,389
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,119,351	164,253	1,283,604
Community and Economic Development	20	190,806	0	190,806
General Government	21	1,244,441	261,422	1,505,863
Debt Service	22	1,445,418	17,055	1,462,473
Capital Projects	23	2,406,166	5,450,260	7,856,426
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>9,844,662</b>	<b>6,224,015</b>	<b>16,068,677</b>
Business Type/Enterprise	25	5,354,073	3,150,488	8,504,561
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>15,198,735</b>	<b>9,374,503</b>	<b>24,573,238</b>
Transfers Out	27	5,330,598	3,200,227	8,530,825
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>20,529,333</b>	<b>12,574,730</b>	<b>33,104,063</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-220,365</b>	<b>-1,697,502</b>	<b>-1,917,867</b>
Beginning Fund Balance July 1, 2022	30	7,537,009	-1,109,706	6,427,303
<b>Ending Fund Balance June 30, 2023</b>	<b>31</b>	<b>7,316,644</b>	<b>-2,807,208</b>	<b>4,509,436</b>

**Explanation of Changes:** Update beginning balance, Public Safety Equipment, Airport Fuel Farm & Solar Project, carryover capital projects from FY22, new officer costs, fire equipment repairs, Wellness Park additions, additional hire/s in cemetery/chamber, debt service payment for new patrol unit, improvements to library and cemetery, carryover housing rehab program

**Previously Approved Projects/Purchases**

Account	Amount	RV Source
300 - Capital Equipment	220,900.00	FE/MA Grant (\$183,190)/GO Bond Issue (\$37,710)
301 - Airport Fuel Farm	63,652.84	86,843.09 GO Bond Issue(\$22,290)/ Local Bank Loan (\$63,552.84)
301 - Airport Solar Project	327,629.00	278,484.65 85% State Funded Grant
301 - Whitesell Development	140,000.00	Federal Grant
301 - East Adams Paving	730,000.00	GO Bond Issue
301 - Pickleball Courts	1,513,015.00	
301 - MSJ - Country Club View Subdivision	25,000.00	Donations
301 - W 5th/L exinction	1,080,000.00	GO Bond Issue
301 - Railroad Quiet Zone Study	67,581.81	State Reimbursement
301 - Woodlawn Cemetery Gates	1,100,000.00	State DOT Reimbursement
310 - Wellness Park	36,000.00	State Grant
310 - Wellness Park	60,000.00	Partner Reimbursement
315 - Residential Development	15,000.00	Riverboat Grant/Donations
603 - Water Capital Projects	346,034.00	NLW Phase 2 Sale Proceeds
613 - Sewer Capital Projects	10,000.00	3,079,215.00 CDBG (\$600,000) & GO Bond Proceeds (\$2,479,215)
	3,079,215.00	Transfer from Sewer Plant
	8,512.66	

**Previously Approved Projects/Purchases**

Account	Amount	RV Source
001 - General Fund (Police)	9,738.03	
001 - General Fund (Police)	4,232.85	
001 - General Fund (Police)	6,162.29	
001 - General Fund (Fire)	2,289.50	
001 - General Fund (Fire)	2,000.00	
001 - General Fund (Fire)	7,750.00	
001 - General Fund (Fire)	14,388.00	
001 - General Fund (Cemetery)	49,397.94	16519.36 Insurance Reimb for Marengo Fire 12/8/22
001 - General Fund (Cemetery)	15,000.00	11,750.00 Cemetery Rate Increase
010 - Chamber Reimbursement	111,906.76	81,948.87 Chamber Reimbursement/Hotel Motel Transfer
200 - Debt Service	17,055.25	See Above
124 - Hotel/Motel Tax	880.89	
145 - Housing Rehab	148,535.00	12,028.00 Car charging station grant
570 - Library Gift	10,000.00	146,535.00 CDBG (\$115,000)/ECLHIF Grant (\$33,535)
570 - Library Gift	6490	Transfer in from Municipal Grant \$
570 - Library Gift	5,000.00	
570 - Library Gift	1,000.00	5,000.00 Foundation Reimbursement
570 - Library Gift	6509	1,000.00 Foundation Reimbursement
580 - Cemetery Gift	7,500.00	1,000.00 Foundation Reimbursement
600 - Water Fund	5,355.00	14,500.00 Gift Donation
600 - Water Fund	32,760.00	
600 - Water Fund	30,000.00	

**Total** \$9,374,502.92

**Transfers (Included Above)**

From	Out Amount	To	In Amount	Purpose
Capital Projects	54,765.00	Capital Equip	54,765.00	Public Safety Equip
Airport Fund	49,144.00	Capital Projects	49,144.00	Fuel Farm
ARPA CP	125,000.00	Capital Projects	125,000.00	MSJ Sewer Boring
Road Use	36,000.00	Capital Projects	36,000.00	Railroad Quiet Zone Study
General Fund	33,017.00	Capital Projects	33,017.00	Woodlawn Cemetery Gates
Riverboat Cap Proj	5,104.00	Wellness Park	5,104.00	Storage Shed - Wellness Park
Riverboat Cap Proj	100,000.00	Wellness Park	100,000.00	Wellness Park Playground
Park Gift Fund	35,500.00	Wellness Park	36,500.00	Wellness Park Playground
Hotel Motel	10,000.00	Wellness Park	10,000.00	Wellness Park Playground
Hotel Motel	29,957.89	Chamber Reimb	29,957.89	Marketing Position
Riverboat Cap Proj	50,000.00	Park Gift	10,000.00	N 18th Pavilion
		Water Plant	40,000.00	Pool Sand Filter Ser. Aside
		Sewer Plant	1,577.50	Interest payment correction from FY22
		Water CP	114,000.00	Principal payment correction from FY22
		Capital Projects	67,433.60	Reverse transfer from FY22 year and covering water main expenses
		Sewer Plant	2,479,215.00	Water Main Project
			8,512.66	Cover old plant demo expenses
			3,200,226.65	

**Other Notes**

- Replacement SCBA's - Fire Equipment
- Additional Police Patrol Unit - 4 yr loan from Federation
- 15% Airport Funded with transfer
- Carryover project FY22 - Phase 2 NLW subdivision
- Carry over project from FY22 using GO Bonds from 2020/Special Assessments
- Carryover project from FY22
- Includes sewer boring as well as our portion of infrastructure; funded by ARPA funds/transfers
- Carryover project from FY22
- Carryover project from FY22
- Covered by Road Use Transfer until CP Railroad merger complete
- Carryover project from FY19
- Wellness Park storage shed; Transfer from Municipal Grant Funds for remainder
- Wellness Park playground; Transfers from Park gift, municipal grant, and hotel motel
- Carryover project from FY22 - Engineering exp for NLW Phase 2
- Water Main Project East Main, W Madison
- Carryover project from FY22 - demo of old sewer plant

**Other Notes**

- Academy cost for Officer Brodecka
- Uniform expense for Officer Brodecka
- Patrol Unit 307 engine replacement
- A/C Repair
- Fuel expense from June carried over to July
- exhaust fix on Truck #4; Rebuild of ladder truck water/pump valves
- Purchase of foam used to fight Marengo Fire, hopefully reimbursed by insurance company
- Hire of additional cemetery full time employee
- Grave Digging Contract
- Chamber addition of 2 full time positions - Marketing/Outreach (funded 50% by H/M Tax) & Events Coordinator
- See above, purchase of patrol unit
- Charging station was purchased last fiscal year, electric work completed this year
- Housing rehab program (started in previous fiscal year)
- N 18th Soccer Pavilion
- Basement design/renovation
- 100 Books Before Kindergarten Grant/childrens programming
- 100 Books Before Kindergarten Grant
- 100 Books Before Kindergarten Grant/childrens programming
- Childrens programming and equipment
- Woodlawn fence repair
- Well #7 pump
- Meter bulk order

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



*City of Washington  
215 East Washington Street  
Washington, Iowa 52353  
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December 13, 2022

To: Mayor & City Council  
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker  
City Administrator

Re: Updates to the Employee Handbook

Since the union did not ratify the police contract in August, some changes need to be made to the employee handbook reflecting that. Also, things that had been discussed and approved during union negotiations should be added as well to the handbook.

Other changes include making things more uniform and updating with current practices.

I would recommend that Council approve the recommended changes to the employee handbook.

Thank you for your consideration.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK  
FOR THE CITY OF WASHINGTON, IOWA**

**WHEREAS**, due to no union retention of the Police Department Union Contract in August, 2022, and finding some other sections that did not reflect current practices, the following updates need to be made to the Employee Handbook:

Chapter 1, Payroll Information. “You may direct questions regarding paychecks to the Chapter 1, Employee Safety Equipment and Policies. “Police Department employees will be provided uniforms, equipment, and PPE necessary to perform their duties. Requests for equipment or replacements should be directed to the Chief of Police”.

Chapter 1, Employee Safety Equipment and Policies. “Employees are responsible for compliance with all provisions of the most recently adopted Safety Manual for the City of Washington, and employees should immediately bring any unsafe practices, need for safety equipment, or ideas for safety improvements to the attention of the Safety Director or their department head”.

Chapter 1, Personnel Data Changes. “It is the responsibility of each employee to promptly notify the department head of any changes in personnel data. Elected and appointed officials should report changes in personnel data to the City Administrator”.

Chapter 5. Travel & Training. “Department heads may approve in-state travel requests. Out of state travel must be pre-approved by the City Administrator”.

Chapter 6. Vehicle Use. “Non-City employees shall not be transported in City vehicles without department head approval”.

Chapter 7. Residency Requirements. “Full-time public safety employees must reside within the city limits or within thirty (30) minutes driving time of the city limits, in order to ensure rapid response in times of emergency”.

Chapter 11. Probationary Period. “Employees covered by Public Works contract: requirements as outlined in contracts. Non-certified Police Officers will be on probationary status for one year following their Iowa Law Enforcement Academy certification date”.

Chapter 12. Promotions, Demotions and Transfers. Remove: “Employees covered by the Police Union Contract: Requirements as outlined in union contract”.

Chapter 13. Hours of Work. Exceptions. “Full-time, regular Police Officers: Police Officers generally work twelve (12) hour shifts in a typical-schedule of no more than 171 hours in a 28-day period”.

Chapter 14. Overtime and Compensatory Time. Exceptions. "Police Officers: Police Officers shall be paid overtime in accordance with the Fair Labor Standards Act for any hours worked over 171 hours in the 28-day pay period. Employees scheduled to work an extra-shift, that does not result in an overtime pay situation, will be paid straight-time or allowed to take those hours as compensatory time, subject to a maximum accumulation of sixty (60) hours of comp time. Police Officers shall annually receive twenty-four (24) hours of personal leave.

Exceptions: During holiday weeks, overtime shall be calculated on any hours worked in excess of the scheduled working hours of that week and shall be paid at 1.5 times the regular hourly rate. Holiday hours shall not be considered as part of the scheduled working hours.

Exceptions: All employees, whether exempt or non exempt shall annually receive twenty-four (24) hours of personal leave.

Chapter 16. Holidays. "Officers shall be compensated for work performed on a holiday at the rate of one and one-half times their regular rate of pay. The City has incorporated holiday pay into the regular annual salary of police officers. The holiday begins at the start of the first shift of the day of the holiday and lasts for a period of twenty-four hours".

#### Chapter 17. Vacations.

Employees will accumulate vacation according to the following:

After twelve years of continuous service	(160 hours)
After twenty years of continuous service	(200 hours)

Employees who earn 160 hours of vacation time per year may "sell back" to the city up to 40 hours of such time per year. Employees who earn 200 hours of vacation time per year may "sell back" to the city up to 80 hours of such time per year.

Police Officers will accumulate vacation based on their twelve (12) hour shifts as follows:

After one year of continuous service	(60 hours)
After two years of continuous service	(120 hours)
After seven years of continuous service	(180 hours)
After twelve years of continuous service	(240 hours)
After twenty years of continuous service	(300 hours)

Add: "Police Officers who earn 180 hours of vacation time per year may "sell back" to the city forty (40) hours of such time per year. Police Officers who earn 240 hours of vacation time per year may "sell back" to the city eighty (80) hours of such time per year. Police Officers who earn 300 hours of vacation time per year may "sell back" to the city one-hundred-twenty (120) hours of such time per year.

Remove: Exceptions. "Police Union: Requirements as outlined in union contract".

#### Chapter 18. Bereavement Leave.

Remove. Exceptions. "Police Union: Requirements as outlined in union contract".

#### Chapter 23. Sick Leave.

Remove. Exceptions. "Police Union: Requirements as outlined in union contract".

Chapter 26. Inclement Weather. “The employee is expected to inform the department head of his/her inability to report for duty”.

Chapter 35. Work Rules. “In addition to the work rules listed, employees are expected to comply with department policy manuals approved by the City Council”.

Chapter 39. Cellular Phones. “Use of City-owned cellular phones for a reasonable amount of personal use is permitted. The City Finance Director is responsible to review telephone bills of employees assigned a City-owned cellular telephone to assure compliance with this directive. When an employee leaves the department or terminates employment, the City Finance Director is responsible to recover the City-owned cellular telephone”.

Chapter 40. Social Media Policy.

K. The City’s website at <http://www.washingtoniowa.gov> will remain the City’s primary and predominant Internet presence.

Appendix C. City of Washington Organizational Chart.

Add: Sergeants to PD Structure

Add: Police Citizens Advisory Committee to Mayoral Appointment

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

Section 1. The City Council hereby approves the Employee Handbook with the referenced changes as reflected in the attached, Personnel Manual.

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

PASSED AND APPROVED this 20<sup>th</sup> day of December, 2022.

---

Jaron P. Rosien, Mayor

ATTEST:

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Sally Y. Hart, City Clerk

# City of Washington, Iowa



## **PERSONNEL MANUAL 2017**

**(Updated through 08/2021)**



# CITY OF WASHINGTON PERSONNEL MANUAL

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**MISSION STATEMENT  
OF THE CITY OF WASHINGTON, IOWA**

Washington city government exists to efficiently provide quality municipal services that are responsive to the needs of the community.

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**PERSONNEL MANUAL  
PURPOSE STATEMENT**

This Personnel Manual, or Manual, has been prepared to acquaint you with the City and your responsibilities as an employee. It is presented as a matter of information only.

This Manual does not constitute any form of employment contract, either express or implied. None of the terms, conditions or separate provisions of this Manual constitute any express or implied contract of employment or any express or implied contract regarding continued employment.

Except as otherwise provided by law or a separate contract not contained in this Manual, all employment with the City is "at-will". This Manual does not alter the at-will relationship between you and the City of Washington in any way. Any employee may terminate his or her employment with the City at any time for any reason. Likewise, the City may terminate any person's employment with the City at any time for any reason or for no reason.

The City reserves the unilateral right to change, delete or add to any provision of this Personnel Manual at any time. In the event any provision of this Manual conflicts with a collective bargaining agreement between the City and a certified employee bargaining organization, the terms and conditions of the agreement shall supersede the conflicting terms and conditions of this Personnel Manual. In this regard, no provision of this Personnel Manual shall be construed to change the terms and conditions of a collective bargaining agreement with respect to unionized employees, either to their benefit or detriment, covered by said collective bargaining agreement.

## DEFINITIONS

- A. CITY: The City of Washington, Iowa.
- B. CITY COUNCIL: All voting members of the City of Washington, Iowa City Council.
- C. COMPENSATION: The salary, wage, allowances, and other forms of valuable consideration, earned by or paid to any employees by reason of service in any position, but does not include allowances authorized and incurred incident to employment.
- D. DISABLED PERSON: Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment, as defined by applicable state law.
- E. FRINGE BENEFITS: Employee compensation other than wages, such as, but not limited to: medical insurance, holiday pay, vacation, sick leave, retirement, jury leave, personal leave, military leave, injury leave, and longevity pay.
- F. FULL-TIME EMPLOYEE: A Full-Time Employee is defined as any employee that qualifies as a full-time employee pursuant to the Affordable Care Act.
- G. IMMEDIATE FAMILY: Includes: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law; or any relative within the first degree living in the household.
- H. LEAVE: An approved absence from work.
- I. OVERTIME: Approved time worked by an employee in excess of forty hours for the week.
- J. PART TIME EMPLOYEE: An employee who works less than 1440 hours per year either on a regular schedule or intermittent basis.
- K. POSITION: A group of specific duties, tasks, and responsibilities assigned by an appointing authority to be performed by one employee. A position may be part-time or full-time, temporary or regular, occupied or vacant.
- L. PROBATIONARY PERIOD: That period of time, twelve months of continuous hire for the employee's date of hire, during which an appraisal of the new or reassigned employee's skills, aptitudes, and adjustments is made prior to appointment to a regular position.
- M. REGULAR EMPLOYEE: An employee who is not temporary and has successfully completed a probationary period.
- N. SUSPENSION: The temporary separation of an employee for disciplinary purposes.
- O. TEMPORARY EMPLOYEE: A person who is hired for a short period of time on a seasonal or emergency basis.
- P. TERMINATION: The separation of an employee from service, to include: death, resignation, discharge with or without cause, layoff, or retirement.
- Q. WORK WEEK: the regularly scheduled work day of the employee involved.

## **GENDER**

Unless the context in which they are used clearly requires otherwise, words used in this Manual denoting gender shall be deemed to refer to both the masculine and feminine.

## **CHAPTER 1**

### **GENERAL INFORMATION**

#### **CITY GOVERNMENT AS AN ORGANIZATION**

The City of Washington is an organization of Municipal Government governed by a Mayor and six Council members who are elected by the citizens of Washington to serve four-year terms on a nonpartisan basis. The City Council holds all legislative and policy making authority. The Mayor serves as chair of the City Council, appoints (or recommends the appointment to Council) of members of advisory boards and committees and possesses certain executive authorities as set forth by state statute and city ordinances. The City Administrator administers the day-to-day operations of policies formulated by the City Council according to the Municipal Code and other regulations.

The City of Washington consists of many departments and divisions, as well as boards and commissions that serve to provide the organized efforts resulting in total municipal services. An organizational chart is provided in this Manual in Appendix C.

#### **GENERAL PERSONNEL POLICY**

It is the policy of the City of Washington that the policies set forth in this Personnel Manual apply to all city employees, including those employees subject to a collective bargaining agreement, unless specifically stated otherwise. In case of conflict with a bargaining unit contract, the contract shall supersede these personnel policies of the City.

All employees covered by these personnel policies shall be delivered a copy of the Personnel Manual and a copy of any amendments or revisions to these policies, which may be made from time to time. For an employee hired after the adoption of the policies, he or she shall receive a copy of the Personnel Manual within seven days of beginning employment.

At the end of this Manual is an acknowledgment form to be signed by the employee indicating that he/she has received a copy, has read and understands the policies in this Manual, and will comply with the policies. The receipt will be signed and dated by the employee within fourteen (14) days of starting employment and returned to the office of the City Administrator for placement in the employee's personnel file.

Should any Article of this Manual conflict with state or federal law or any city ordinance, that law or ordinance shall prevail and that portion of the Manual shall be void, however, the rest of the Manual shall remain in full force and effect.

Every City employee shall be provided with a copy of these rules and any amendments as they are promulgated, and every city employee shall be required to sign a receipt for said rules. In addition, these rules shall be kept on file in each department.

The City reserves the right to alter, amend, enlarge or repeal all or any of these policies unilaterally without prior notice and the same may have retroactive application. The City also reserves the right to adopt new policies to govern matters or situations not contemplated or foreseen at the time of adoption of these policies and the new policy may have retroactive application to the matter or situation which was not previously contemplated or foreseen.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The City is an Affirmative Action/Equal Opportunity employer. It is the policy of the City to provide full equal opportunity in employment regardless of race, color, sex, gender identity, sexual orientation, pregnancy, creed, religion, national origin, age, genetic information, or disabilities. The City shall take every appropriate action to bring about full equal opportunity in employment in areas including, but not limited to, publicity of job openings, recruitment, examination and selection procedures, training, promotion, salaries, wages, demotions, terminations, layoffs, and recalls.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

## **NON-DISCRIMINATION**

The City will not tolerate discrimination by or against any employee on the basis of age, race, creed, color, sex, national origin, religion, disability, sexual orientation, gender, pregnancy, genetic information, or any other characteristic protected by law. Employees of the City shall be free to join or refrain from joining any employee union or association.

All decisions regarding hiring, recruitment, examination and selection procedures, training, promotion, salaries and wages, demotions, discipline, terminations, layoffs, and recalls shall be performed without regard to any protected class status. No question in any examination, or any employment form, or in any other personnel proceeding, shall be so framed as to elicit information concerning political or religious opinions or any other information that would indicate an applicant's or employee's status in a protected class.

The City will not tolerate discrimination in any form. Any employee who is experiencing or is observing discrimination by anyone, including supervisors, department heads, co-workers, or visitors to the workplace, should immediately report the discrimination to his or her immediate supervisor or the City Administrator.

The person receiving a complaint of discrimination shall immediately notify the City Administrator who will promptly name an impartial investigator. Investigations will be conducted in a timely manner. Confidentiality will be maintained to the extent that is reasonably practical.

Investigation of a complaint normally will include interviewing the parties involved and any named or apparent witnesses. All employees are expected to cooperate with an investigation. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint under this policy, participating in an investigation, or filing a complaint with a state or federal agency.

Any employee determined after investigation to have discriminated against another employee will be subject to appropriate disciplinary procedures depending upon the severity of the behavior, up to and including termination. A non-employee who subjects an employee to discrimination in the workplace will be informed of the City's policy against discrimination by the City Administrator. Other action may be taken as appropriate.

Through this policy, the City is affirming its commitment to create a work environment for all employees that is free of any form of discrimination or retaliation.

## **AMERICANS WITH DISABILITIES ACT AS AMENDED**

If an applicant or employee has or believes he or she has a disability as defined by the Americans with Disabilities Act as Amended (ADAAA), and the disability requires a reasonable accommodation for the applicant or employee to perform his or her essential job functions, the applicant or employee should notify the City with that information. In compliance with the ADAAA, the City will engage in the interactive process with qualified applicants or employees with disabilities to determine if a reasonable accommodation exists that will allow the applicant/employee to perform his/her essential job functions. The City encourages applicants or employees to raise any issues implicating the ADAAA with his/her immediate supervisor or the City Administrator. All information regarding employees' disabilities and/or medical information shall be kept in a separate confidential medical file for the employee.

## **CONFLICTS OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Activities that are inconsistent, incompatible, or in conflict with City employment include, but are not limited to:

- A. Any employment activity or enterprise which involves the use of the City's time, facilities, equipment or supplies, prestige or influence of a City office or equipment to give the employee or the employee's immediate family members an advantage or pecuniary benefit that is not available to other similarly situated members or classes or members of the general public.
- B. Any employment or activity that involves the receipt of, promise of, or acceptance of money or other consideration by the employee or a member of the employee's immediate family from anyone other than the City for the performance of any act that the person would be required or expected to perform as part of the person's regular duties during the hours during which the person performs service or work for the City.
- C. No City employee shall, directly or indirectly control, inspect, review, audit or enforce the responsibility of his or her office in any activity or enterprise in which he or she, or his or her immediate family, or his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected.
- D. All employees shall comply with state law provisions involving conflict of interest. Employees shall not accept personal gifts offered to them because of their employment with the City, provided that this rule shall not apply to gifts non-monetary value of less than \$3.00 received.
- E. No City employee or officer shall accept any consideration given to influence him or her in the performance of his or her duty.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Mayor and the City Council as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.



Failure to abide by this policy is considered very serious and will result in immediate disciplinary action up to and including termination.

## **EMPLOYEE APPLICATIONS**

Recruitment for City employment is normally handled by the City Administrator's Office, except as authorized by the City Administrator. Through a wide recruitment program, the City seeks qualified applicants to fill entrance position vacancies through active recruitment methods. In order to make the greatest number of applicants aware of vacancies occurring in city employment, the City Administrator's Office may notify various recruitment sources through the distribution of job vacancy postings. In addition, vacancy announcements are posted on the bulletin board in the main lobby at City Hall and City departments for the information of other City employees.

Selection for City positions is determined by the City Administrator, upon recommendation of a department head, after a variety of selection methods have been used. Depending on the nature and status of the position wherein the vacancy occurs, examinations may be held, and subsequent to certification under this procedure, interviews are held to determine the candidate best suited to fill the City vacancy. Vacancies are filled in this manner subject to employment requirements.

In order to provide our present City employees with first opportunity on promotional vacancies, postings of examination occurs for a period of at least five (5) days prior to open outside recruitment. During this time, present employees past probationary status may apply for the promotional vacancies. However, such employees are not guaranteed said positions and the City is not obligated to hire from within for these positions. When present employees wish to be considered for promotional vacancies, contact must be made directly with the City Administrator's office within the internal promotional five-day limit.

Job applications, promotion and transfer requests must be in writing. Applications for employment shall be made on forms furnished by the City. Forms must be returned to the City Administrator's office by the closing date on the job announcement. The City will retain applications for employment for twelve months.

All procedures established for selection purposes will provide for selection based on the relative ability, knowledge, and skills of the applicant. Selection procedures will attempt to maximize validity, reliability, and objectivity. The City will evaluate applicants on the basis of job related criteria.

All applicants or current employees seeking transfer or promotion will be required to participate in any testing procedure established by the City.

All applicants for a position will be notified of the status of their applications at the time of selection of an applicant for a position.

Position reclassifications will not be posted if it can be determined that the job incumbent is qualified to fill the position.

## **EMPLOYMENT REFERENCE CHECKS/OPEN RECORDS REQUESTS**

The City will respond in writing only to those reference check and open records inquiries that are submitted in writing. Responses to such inquiries will only include information as permitted under Iowa Code Section 22.7. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry, unless authorized by court order or required by federal or state law.

## **CITIZENSHIP VERIFICATION**

All new employees initially hired after November 7, 1986, for any position with the City, shall complete an employment eligibility verification statement in compliance with the federal Immigration Reform and Control Act of 1986. Before commencing work, newly re-hired employees must also complete the form if the employee has not previously filed an I-9 with the City, if their previous I-9 is more than three years old, or is no longer valid. At the time the form is completed, employees must show the original copies of two forms of legal identification, such as driver's license, Social Security card, Birth Certificate, or an Immigration and Naturalization "green" card.

## **VETERAN'S PREFERENCE**

Military experience may be a factor in the hiring decision, as provided by Iowa's Veteran's Preference law. (Chapter 35C).

## **EMPLOYEE EFFICIENCY AND ORGANIZATIONAL EXPECTATION**

City of Washington employees are expected to represent the City as responsible, courteous, and efficient members of public service. In addition, prompt and dependable work attendance is required. Because of the obligation to provide a public service to the community, consistent and positive commitment is necessary from each employee to both the City and to his/her fellow employees in order to maintain organizational expectations.

Tardiness, lateness and chronic absenteeism may be grounds for disciplinary action. Fraudulent or dishonest use of the sick leave benefit earnings (i.e., using sick leave benefits while not really sick) will also be considered in the discipline process, as paid sick leave is intended for protective insurance against loss of pay when sick. Work operations depend on teamwork, and each employee is needed on the job to fulfill the City's commitment in public service.

## **PAYROLL INFORMATION**

Upon employment, the City will advise you in writing of your starting rate of pay. Payday for all City employees occurs on a biweekly basis with paychecks being released from the City Administrator's Office at 9:00 a.m. every other Friday. Employees hired on or after July 1, 2005 are required to participate in direct deposit. For employees hired before July 1, 2005 who do not choose to use direct deposit, paychecks will be distributed through the departments. Automatic payroll deductions normally occur for such items as federal and state taxes, FICA, IPERS, health insurance, life insurance, and deferred compensation. All amounts taken from your checks through payroll deduction will be indicated on the paycheck stub. You may direct questions regarding paychecks to the City ~~Administrator's Office~~ [Finance Director](#).

## **EMPLOYEE PERFORMANCE APPRAISAL PROGRAM**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additionally, the City requires that employees be evaluated on a formal basis.

As a new employee, you will be expected to perform the responsibilities of the position to which you have been assigned to the best of your ability. Your supervisor will observe your work and perform performance evaluations during your probationary period. Your employment status will be upgraded from probationary to regular at the end of your probationary period upon receiving a successful performance evaluation.

After your initial probationary period evaluation and as part of your ongoing City employment, your supervisor will periodically review your work performance. All City departments conduct annual evaluations for regular employees, which provides an opportunity for employees and evaluating supervisor to jointly view performance in line with job responsibilities and effectiveness, and to initiate planning, goal setting, and identification of work efforts for the upcoming year. The annual evaluation also provides an outlet for City/employee communication regarding the employee's work in conjunction with effective departmental operations.

The City conducts employee evaluations in conjunction with employee movement to a new step in his/her pay grade. All formal performance evaluations will be in writing and shall be retained in the employee's personnel file. All performance evaluations will be kept confidential.

## **NO SMOKING POLICY**

Pursuant to the Iowa Smokefree Air Act, smoking is prohibited on all City property including on all grounds, in all buildings, vehicles and equipment according to Iowa Code Chapter 142D. If an employee sees someone violating this law or is told that someone is violating this law, the employee must investigate and inform the person of the law. If a smoker fails to comply with the law after being so informed, employees must call the police. Smoking is defined for this purpose to include the use of electronic cigarettes or similar products.

Employees who use tobacco pose a serious health risk to themselves, and their secondhand smoke poses a serious health risk to others. City employees who smoke and use smokeless tobacco are strongly encouraged to quit by enrolling in smoking cessation classes or taking over-the-counter or prescribed smoking cessation medication or both.

## **EMPLOYMENT SEPARATION**

The City expects employees wishing to resign to provide at least two weeks' notice to the department head or department supervisor and to sign a Voluntary Resignation form stating the complete reason for your resignation. Your resignation date will be your last actual working day. Vacation or other paid leave may not be used to "extend" that date.

## **EXIT INTERVIEW**

An exit interview will be scheduled with a terminating employee prior to the last day of work. This will provide a continued review and record of employee turnover, and each employee leaving the City of Washington employment will be asked to fill out an exit questionnaire. The City will also provide information about health insurance coverage at the exit interview.

## **USE OF CITY EQUIPMENT AND CONDUCT**

City employees are subject to the provisions of Chapter 68B of the Iowa Code and shall familiarize themselves with this section. As a public employee, you are employed in a capacity to provide service to the public. We ask that you be courteous to the public and make an effort to provide the best service possible.

No city employee shall use or permit the use of any publicly owned property, vehicle, equipment, labor, service, or supplies (new, surplus, scrap or obsolete) for the personal convenience or advantage of the employee or any other person except for that use which is generally available to the public.

If an employee determines that he or she has an outside interest that may be affected by the City of Washington plans or activities, or result in a conflict of interest, the employee must immediately report the situation to his or her department head, or in the case of department heads, to the City Administrator.

Violation of any provision of this policy may be cause for discipline or discharge of the employee.

## **EMPLOYEE SAFETY EQUIPMENT AND POLICIES**

### **Safety Eyeglasses:**

The City of Washington will reimburse full time city employees the purchase price of OSHA approved prescription safety eyeglasses to a maximum of \$100.00 every two years. A current eye exam will be required at the expense of the employee. Eyeglasses damaged on the job upon review may be replaced on a case by case basis.

### **Uniforms:**

The City of Washington will reimburse and/or furnish uniforms for full time city employees, with the following limitations and restrictions:

1. All city employees will be furnished an ANSI Class 2 safety vest, hard hat and a job appropriate pair of work gloves. These PPE items will be replaced on an as needed basis only when the original equipment is turned back into your department supervisor.
2. T-Shirts, rubber boots, chemical gloves, and other job specific PPE required for the job will be provided as determined by the department supervisor.
3. The city will reimburse full time employees the purchase price of OSHA approved safety boots to a maximum of \$100.00 every two years.
4. The city will furnish full time employees a Class 3 safety jacket every two years.
5. Office and inspection employees are encouraged to wear City of Washington branded apparel, and the City will provide up to two such shirts or apparel items each year.

Clothing damaged on the job upon review may be replaced on a case by case basis. No reimbursement will be granted by the city without the original sales receipt for the items claimed for reimbursement.

The clothing allowance is not an entitlement to any particular employee and all funds allocated in the departmental budgets will not necessarily be expended in a given year. Items furnished are expected to be used during working hours only. Usage and purchases will be strictly monitored by the City Administrator and Safety Director.

Police Department employees will be provided uniforms, equipment, and PPE necessary to perform their duties. Requests for equipment or replacements should be directed to the Chief of Police.

Employees are responsible for compliance with all provisions of the most recently adopted Safety Manual for the City of Washington, and employees should immediately bring any unsafe practices, need for safety equipment, or ideas for safety improvements to the attention of the Safety Director or ~~the City Administrator~~ their department head.

## **CITY ADMINISTRATOR'S OFFICE**

During your time of employment, questions may arise regarding personnel practices, City benefits, or other employment matters. You should direct these questions to your department head or the City Administrator.

## **PERSONNEL DATA CHANGES**

It is the responsibility of each employee ~~and elected or appointed official~~ to promptly notify the ~~City Administrator~~ department head of any changes in personnel data. Elected and appointed officials should report changes in personnel data to the City Administrator. Personal mailing addresses, telephone numbers, e-mail address, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times.

## **GIFTS**

City employees are subject to the provisions of Chapter 68B of the Iowa Code, and should familiarize themselves with this section. City employees and their immediate family members are prohibited from soliciting or accepting any gift or series of gifts because of their employment with the City. The only exception is an employee or his or her immediately family may receive a nonmonetary gift with a value of three dollars or less per calendar day. Violation of this policy may result in discipline up to and including termination.

## **IMPARTIALITY**

The provisions of Section 362.5 of the Iowa Code are applicable to City employees, and employees should familiarize themselves with this section. No City employee may grant or make available to

any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to all citizens.

City employees must refrain from securing special privilege or exemption for themselves or their relatives beyond that which would be available to all citizens. Employees must not use privileged information for their own financial advantage or to provide friends and acquaintances with financial advantages or with information that could be used for financial advantages. Each employee is charged with the responsibility of insuring that he or she releases only information that should be made available to the general public. Employees violating this policy may be subject to discipline up to and including termination.

## **PURCHASING POLICY**

The City Council has adopted a formal purchasing policy to be used by city staff when making purchases on behalf of the City. Employees may obtain copies of this written policy statement from the City Administrator's Office. Any use of city-issued credit cards shall conform to the City's purchasing policy.

## CHAPTER 2

### HARASSMENT AND SEXUAL HARASSMENT

Illegal harassment is defined as offensive verbal or physical conduct based on a person's race, creed, color, religion, sex, pregnancy, sexual orientation, national origin, age, gender, genetic information, disability, or any other characteristic protected by law which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Harassing conduct in the workplace includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts or words; and written or printed material that denigrates or shows hostility toward an individual or group made or posted in the workplace or in the course of employment for the City.

Harassment also includes sexual harassment. Sexual harassment is illegal discrimination on the basis of sex. It can consist of unwelcome sexual advances, requests for sexual favors, or other physical or verbal conduct of a sexual or harassing nature by supervisors, managers, co-workers, or others in the workplace. Sexual harassment exists when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of your employment;
2. Submission to or rejection of the conduct is used as the basis for decisions affecting your employment; or
3. The conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Sexual harassment may consist of a variety of behaviors, including, but not limited to, the following examples:

1. Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, or threats;
2. Nonverbal or visual materials such as derogatory posters, photography, graffiti, cartoons, drawings, or gestures;
3. Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact, or assault;
4. Threats or demands to submit to sexual requests in order to keep your job or receive some job-related benefit; or
5. Retaliation for reporting or threatening to report harassment.

It is the policy of the City that all employees are responsible for maintaining a workplace free from sexual harassment. Submission to sexual harassment shall not be a condition of employment or advancement with the City. The City strongly disapproves of offensive or inappropriate sexual behavior in the workplace, and all employees must avoid any conduct, which could be viewed as sexual harassment.

The City will not tolerate harassment in any form. Any employee who is experiencing or is observing harassment by anyone, including supervisors, department heads, co-workers, or visitors to the workplace, should immediately report the harassment to his or her immediate supervisor or the City Administrator.

The person receiving a complaint of harassment shall immediately notify the City Administrator who will promptly name an impartial investigator. Investigations will be conducted in a timely manner. Confidentiality will be maintained to the extent that is reasonably practical.

Investigation of a complaint normally will include interviewing the parties involved and any named or apparent witnesses. All employees are expected to cooperate with an investigation. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint under this policy, participating in an investigation, or filing a complaint with a state or federal agency.

Any employee determined after investigation to have harassed another employee will be subject to appropriate disciplinary procedures depending upon the severity of the behavior, up to and including termination. A non-employee who subjects an employee to harassment in the workplace will be informed of the City's policy against harassment by the City Administrator. Other action may be taken as appropriate.

## **RETALIATION**

Employees who make good faith claims of discrimination or harassment shall not be subjected to retaliation. Witnesses who, in good faith, participate in any investigation regarding discrimination or harassment, shall not be subjected to retaliation. Retaliation is punishing an employee by demoting them, terminating them, or changing their work conditions in a material way.

The City shall not tolerate retaliation. Claims of retaliation should be brought to the attention of the employee's supervisor or the City Administrator. If an employee reports retaliation to his or her supervisor the supervisor shall report it to the City Administrator.

Upon receiving a complaint of retaliation, the City Administrator shall promptly name an impartial investigator. Investigations will be conducted in a timely manner. Confidentiality will be maintained to the extent that is reasonably practical. Investigation of a complaint normally will include interviewing the parties involved and any named or apparent witnesses. All employees are expected to cooperate with an investigation. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint under this policy, participating in an investigation, or filing a complaint with a state or federal agency.

Any employee determined after investigation to have retaliated against another employee will be subject to appropriate disciplinary procedures depending upon the severity of the behavior, up to and including termination. A non-employee who subjects an employee to retaliation in the workplace will be informed of the City's policy against retaliation by the City Administrator. Other action may be taken as appropriate.



## CHAPTER 3

### POLITICAL ACTIVITY

City employees are free to engage in political activities such as campaigning for candidates and contributing money to candidates and/or parties of their choice during non-working hours. An employee may not make any political endorsement in connection with their job.

An employee of the City may not use his/her official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office. A City employee may not secure or attempt to secure a job appointment for another person with the City for the purpose of influencing the vote or political action of that person.

A City employee who supervises a person or persons shall not solicit said person or persons to contribute money, anything of value, or service to a candidate seeking election, or political party or a candidate's political committee.

If an employee becomes a candidate for any City of Washington elective office, the employee automatically receives a leave of absence without pay. The leave without pay begins upon either an announcement of the employee's candidacy or filing of a petition for office. However, this will not be later than thirty (30) days before the primary or general election day, and it continues until the employee is no longer a candidate.

If elected, an employee would be required to resign their regular City position.

However, an employee may be a candidate for a non-partisan office that is not related to the employee's employment. If this is the case, an employee will not be required to take the leave of absence without pay, as long as the employee does not campaign while on duty as an employee or let campaigning for such non-partisan office interfere with the employee's job responsibilities to the City.

## **CHAPTER 4**

### **PERSONNEL FILES / EMPLOYEE ACCESS**

The City maintains a personnel file on each employee. The personnel file includes, but is not limited to, such information as the employee's job application, resume, and records (i.e., training documentation, performance appraisal, salary increases and other employment records). Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only official representatives of the City who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should request to do so in writing to the City Administrator's office. With reasonable advance notice, employees may review their own personnel files in the City's offices and in the presence of the City Administrator or his or her designee. The City shall charge a reasonable fee for each page of a copy made by the City for the employee of an item contained in the employee's personnel file pursuant to Iowa law. Employees shall have the permission of their department head to view their personnel files during the workday.

## CHAPTER 5

### TRAVEL & TRAINING

When approved by the department head or City Administrator, all appropriate continuing education and training expenses shall be paid for by the City. Department heads may approve ~~single-day~~ in-state travel requests. Out of state ~~or multi-day~~ travel must be pre-approved by the City Administrator. All employees involved in continuing education and training will be paid their regular rate of pay for all time spent in continuing education and training sessions. The City reserves the right to adjust an employee's regular weekly schedule to assure the employee is being paid during this time.

The City will pay for meals and expenses incurred in attending approved training sessions, meetings or seminars on a reasonable basis. What is reasonable shall be in the sole discretion of the City Administrator. Amounts for meals greater than \$40.00 may be considered unreasonable.

Receipts must be retained and submitted for reimbursement for any expense incurred for meals when on approved travel. Upon return, employees must complete an expense form within sixty (60) days and attach itemized receipts to receive reimbursement. Alternatively, or additionally, the department head or City Administrator may authorize the employee to carry and utilize a City credit card for the duration of the travel. All credit card receipts must be kept and submitted within the time period necessary to allow for timely payment of the bill by the City. The City will not reimburse, nor may a City credit card be used for expenses related to gratuity greater than 20% of a bill, personal entertainment, or alcoholic drinks.

Employees will attempt to travel and reach the location of the session during regular working hours if possible, by the most direct route. Any compensation for time an employee spends travelling will be governed by the Fair Labor Standards Act and the particular circumstances. If the session exceeds one day, and overnight stay is required, lodging will be reimbursable for a standard hotel room only. Employees will be compensated for mandatory time spent in training, plus the travel time from the City to the session and vice versa.

The City will provide a vehicle for transportation if available. If a City vehicle is not available for approved travel, employees will be reimbursed for any mileage incurred on a personal vehicle due to City business, excluding transportation to and from the employee's place of work. This will be at the IRS mileage rate. All claims for mileage reimbursement must be submitted within sixty (60) days after return from the travel or training. The same mileage reimbursement policy shall apply to employees authorized by the City Administrator to utilize their personal vehicles for regular City business in or around the City of Washington.

## CHAPTER 6

### VEHICLE USE

All current employees and applicants for employment required to drive a City vehicle in the course of their employment shall have a valid driver's license and/or Commercial Driver's License as required. Loss of license or loss of insurability by the City's insurance carrier may be grounds for termination. Anyone authorized by a department head or the City Administrator may drive a City-owned vehicle if they have a valid driver's license.

City-owned vehicles shall not be used for private or unauthorized purposes. Employees shall be responsible for the care and conservation of City-owned vehicles and shall report promptly accidents, breakdowns, or malfunctioning of any unit in order that necessary repairs may be made.

City-owned vehicles are to be taken home only in cases where the employee is subject to emergency calls during off-duty hours or as determined by the City Administrator. City-owned vehicles may not be taken home if the employee's residence is outside City limits, except as authorized by the City Administrator. Furthermore, city-owned vehicles may not be used for transportation to places of secondary employment.

Those employees with assigned vehicles shall be considered to derive a certain amount of personal benefit by its usage and are provided the option of leaving the vehicle at their primary place of employment or taxed accordingly for the personal benefit thereof pursuant to Internal Revenue Service regulations.

In using the City's vehicles, employees must keep in mind the fact they are representatives of the City and that their conduct adhering to the rules of safety and courtesy on the road is a reflection on the entire organization and its level of law enforcement. Employees shall use a seat belt at all times when operating a city-owned vehicle or a personal vehicle while working on behalf of the City. Furthermore, employees shall require that all passengers use a seat belt when operating a city-owned vehicle or a personal vehicle while working on behalf of the City.

City-owned vehicles shall not be operated by persons who are not City employees, except in emergency situations or as authorized by the City Administrator. Non-City employees shall not be transported in City vehicles without [department head approval](#) ~~prior permission from the City Administrator~~.

Employees shall promptly and accurately complete all records required by the employer to substantiate both business and personal use of City vehicles to meet Internal Revenue Service requirements. The City shall report an employee's personal use of a City vehicle as taxable income to the employee as required by the Internal Revenue Service.

## CHAPTER 7

### RESIDENCY REQUIREMENTS

Full-time public safety employees must reside within the city limits or within ~~twenty~~ **thirty (30)** minutes driving time of the city limits, in order to ensure rapid response in times of emergency.

The City of Washington does not restrict residency of other employees except that each non-public safety employee must be a resident of the State of Iowa within 90 days of hire and must maintain Iowa residency throughout employment.

**CHAPTER 8**  
**OUTSIDE EMPLOYMENT**

An employee working in any position in addition to his/her full-time position with the City must notify the department head and City Administrator of such outside employment. The City Administrator may use the following factors in determining whether to approve of such outside employment:

1. Whether the outside employment interferes with the employee's effectiveness in performing regular or emergency duties for the City or conflicts with the employee's regular working hours;
2. Whether the outside employment represents a conflict of interest with City employment;
3. Whether the outside employment causes the employee to engage in any business other than his/her regular duties during working hours.

## **CHAPTER 9**

### **EMPLOYMENT OF RELATIVES**

Relatives by definition are: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, other first-degree relatives, aunt, uncle, niece, nephew, in-laws, cousins of the first degree, and grandparents.

The City will not employ relatives to work within the same department of the City in full-time, regular positions, except by special permission of the City Council, upon written recommendation of the City Administrator. In no case shall relatives work in supervisory/subordinate employment situations.

Notwithstanding the foregoing, when, subsequent to employment, an employee marries causing a relationship contrary to the above policy, all efforts possible shall be made to prevent a subordinate/supervisory relationship between the relatives. Section 71.1 of the Code of Iowa shall apply.

No City employee shall be required to terminate employment due to the election of a relative to any elective City office.

## **CHAPTER 10**

### **PHYSICAL EXAMINATIONS**

The City may require that an employee be examined by a qualified and licensed physician or other appropriate medical professional selected by the City if the City becomes aware of objective evidence that indicates that the employee may not be able to safely perform his or her essential job functions and/or prior to an employee's return to work following time off for a serious injury or illness. Following the examination, the employee shall provide a written statement from the physician indicating that the employee is capable of performing the essential functions of the employee's job with or without reasonable accommodations, or is capable of performing the essential functions of another job, which is open/available and for which the employee is qualified, with or without reasonable accommodations.



## CHAPTER 11

### PROBATIONARY PERIOD

All City employees are at-will unless they have a contract or agreement that states otherwise. At-will employees can be terminated at any time with or without cause. A probationary employee is one who has not completed twelve (12) months of continuous service with the City. The City may discharge a probationary employee with or without cause without any right of hearing or appeal.

Employees who are promoted or transferred will serve a twelve (12) month probationary period in the new position. If during this period it is determined that the employee is not satisfactorily performing in the new position, the employee may be returned to his or her former classification if a position is available. If the new position is not available the employee may be terminated. Temporary employees do not have a probationary period.

#### EXCEPTIONS:

Employees covered by ~~Police or~~ Public Works contract: requirements as outlined in contracts.

Non-certified Police Officers will be on probationary status for one year following their Iowa Law Enforcement Academy certification date.

## CHAPTER 12

### PROMOTIONS, DEMOTIONS AND TRANSFERS

Positions within City departments may be filled through internal promotions, where possible, in accordance with City policy of hiring and promoting individuals on the basis of merit. Promotional salary shall be within range for the position classification assigned.

Demotions will bring the salary of the demoted employee to be within the range established for the classification to which he/she is demoted.

Transfers of employees from one department to another within the same classification may occur when it has been deemed to be in the interest of the City to do so.

When an employee is promoted to a classification having a higher pay range, the employee shall receive a salary increase to the first step in the new pay range or to the pay step in the new range next above the one formerly assigned. When circumstances warrant, the City Administrator may make an exception to this policy.

#### **EXCEPTIONS:**

Temporary Employees: Provisions not applicable.

~~Employees covered by the Police union contract: Requirements as outlined in union contract.~~

Employees covered by the Public Works union contract: Requirements as outlined in union contract.

**CHAPTER 13**  
**HOURS OF WORK**

This section is intended to set forth the normal work day, work week, and work month, but shall not be construed as a guarantee of hours of work per day, per week, or per month, or days of work per week or per month.

Typically, the normal work week for full-time, regular employees is forty (40) hours per week exclusive of unpaid lunch periods, with the work week running from Saturday thru Friday. Part-time employees' schedules and hours vary according to City needs. The City may change schedules for all employees from time to time to meet City needs. The City shall have the right to reduce, extend, or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the City. The City will strive, when possible, to give advance notice of any major change of working schedule.

Each full-time employee may take a fifteen (15) minute rest period during the first half of the employee's shift and a second such rest period during the second half of the employee's shift. The time of such rest periods may vary from time to time and may be subject to approval by the employee's supervisor.

Under normal circumstances, no employee shall work a tour of duty in excess of sixteen (16) hours and, after working such an extended tour, should return to work earlier than four (4) hours after completing the first extended tour of duty.

**EXCEPTIONS:**

**Exempt Personnel:** The normal work week hours for exempt employees is forty (40) hours per week. However, due to the nature of these positions, work in excess of the normal hours may be performed.

**Full-time, regular Fire Driver/Pump Operators:** Pump operators/drivers shall work a rotating schedule of 24-hour shifts, once every four (4) days.

**Full-time, regular Police Officers:** Police Officers shall generally work **twelve (12) hour shifts** in a typical-schedule of **no more than** 171 hours in a 28-day period.

## CHAPTER 14

### OVERTIME AND COMPENSATORY TIME

Overtime shall be defined as any time actually worked in excess of forty (40) hours per week for non-public safety employees. Employees shall receive prior approval before working any overtime. Failure of an employee to receive prior approval before working any overtime shall result in discipline. It is the policy of the City to keep overtime work to a minimum. Employees shall be required to work such overtime as the City may require. Time taken off as sick leave, vacation, holidays, jury duty, voting leave, bereavement leave, and compensatory time shall not be counted as time worked for purposes of determining overtime. Notwithstanding that, scheduled weekend work for public works employees shall be compensated at an overtime rate.

When an employee is required to work in excess of forty (40) hours per week, he/she shall be paid at the rate of 1.5 times his/her normal rate of pay or receive compensatory time at the rate of 1.5 times the time worked. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime. Overtime will be compensated at the rate of 1.5 times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest quarter hour for payment.

The City may grant an employee compensatory time off based on 1.5 hours off for each hour of overtime worked. The City and the employee shall mutually agree to the granted time off. Time granted shall be in increments of not less than four (4) hours or more than eight (8) hours. An employee may not use compensatory time if such use shall cause another employee to work overtime. An employee shall not accumulate at one time more than forty-eight (48) hours of compensatory time without the written approval of the department head. It must be taken as time off and cannot be converted to pay, except upon termination from employment.

An employee who is called back to work by the City shall be paid a minimum of two (2) hours pay or compensatory time off at the overtime rate, unless such callout is one hour or less prior to the employee's regular shift. Callout does not apply where an employee is ordered to work immediately before or after the employee's regular shift.

#### **EXCEPTIONS:**

**Management/Supervisory Employees:** Management/supervisory personnel who are exempt from the Federal Fair Labor Standards Act are not entitled to overtime compensation. However, such employees shall annually receive twenty-four (24) hours of compensatory time from the City. Management/supervisory personnel who are not exempt from the federal Fair Labor Standards Act shall receive compensatory time and overtime pursuant to such Act.

**Police Officers:** ~~Police Officers earn overtime for work performed in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day period~~ shall be paid overtime in accordance with the Fair Labor Standards Act for any hours worked over of 171 hours in the 28-day pay period. Employees scheduled to work an extra-shift, that does not result in an overtime pay situation, will be paid straight-time or allowed to take those hours as compensatory time, subject to a maximum accumulation of sixty (60) hours of comp time. Police Officers shall annually receive twenty-four hours of personal leave.

**Fire Drivers/Pump Operators:** Fire Driver/Pump Operators earn overtime for work performed in excess of two hundred twelve (212) hours in a twenty-eight (28) day period.

## **CHAPTER 15**

### **JURY DUTY**

The City of Washington will pay all full-time employees called to serve on any jury or subpoenaed for witness duty the difference in wages between the court pay and their regular earnings due for regular working hours absent because of such court call. Time away from work for jury duty is defined as time of examination, selection, or actual service on a jury or as a subpoenaed witness.

#### **EXCEPTIONS:**

Part-time Employees: Not Applicable

Temporary Employees: Not Applicable

## CHAPTER 16

### HOLIDAYS

Regular full-time employees will receive ten (10) holidays per year. The following are declared to be the legal holidays for City employees of this status, including Library employees:

1. New Year's Day	6. Veterans Day
2. President's Day	7. Thanksgiving Day
3. Memorial Day	8. Friday after Thanksgiving
4. Independence Day	9. Christmas Eve Day
5. Labor Day	10. Christmas Day

When a holiday falls on a Sunday, Monday shall be observed as a regular holiday for City employees. When a holiday falls on a Saturday, Friday shall be observed as a regular holiday. In order for an employee to receive holiday pay, there must be no unapproved absence on a workday immediately preceding or following the holiday.

If a legal holiday is observed on a date set by the federal government other than the date set by this policy, the City shall observe the holiday on the day coincidental with the national date. The holiday will begin at 12:01 a.m. on the day of the holiday and shall end at the following midnight, except for public safety personnel. Employees who work on a holiday shall be paid at the rate of one and one-half times their regular rate of pay in addition to their holiday pay (effective rate of 2½ times regular rate). Police part-time officers and Fire substitute drivers shall be eligible for holiday pay for holidays actually worked.

#### EXCEPTIONS:

**Management/Supervisory Employees:** Management/supervisory employees who are considered exempt from overtime benefits shall not receive overtime compensation for work performed on a holiday.

**Police Officers:** ~~Officers covered by the collective bargaining agreement shall receive such benefits as outlined in such contract. In this regard, they shall be compensated for work performed on a holiday at the rate of one and one-half times their regular rate of pay. Furthermore, because~~ The City has incorporated holiday pay (80 hours) into their the regular annual salaries, ~~of~~ police officers. ~~no longer receive holiday pay as an extra pay item.~~ The holiday begins at the start of the first shift (11 p.m.) on the day preceding of the holiday and lasts for a period of twenty-four hours.

**Fire Driver/Pump Operators:** Fire Driver/Pump Operators who work on holidays shall be compensated at the rate of one and one-half times their regular rate of pay. Because the City has incorporated holiday pay into their regular annual salaries, Fire Driver/Pump Operators no longer receive holiday pay as an extra pay item. A holiday begins at the start of the shift (7 a.m.) on which the holiday falls and lasts for the entire shift. The driver who works the preceding shift (including the seven-hour period that would otherwise occur during the "holiday") is not entitled to overtime compensation for such work.

## CHAPTER 17

### VACATIONS

Vacation with pay is a benefit accorded an employee on an annual basis for purposes of recreation and relief from the routine and pressures of assigned work. It is an earned right in the sense that the right to paid time off from work is earned by time spent at work. However, the time of taking is conditioned by length of employment and the requirements or workload of the department in which the employee works.

Every employee shall be eligible for a vacation with pay after one (1) continuous year of service with the City, although credit for past professional service in a newly hired employee's field of service may be given at the discretion of the City Administrator. Employees shall start to earn vacation allowance as of their first day of employment.

Employees will accumulate vacation according to the following:

After one year of continuous service	<del>1-week</del> (40 hours)
After two years of continuous service	<del>2-weeks</del> (80 hours)
After seven years of continuous service	<del>3-weeks</del> (120 hours)
After <del>fifteen</del> <b>twelve</b> years of continuous service	<del>4-weeks</del> (160 hours)
After <del>twenty-two</del> <b>twenty</b> years of continuous service	<del>5-weeks</del> (200 hours)

The employee's anniversary date will be used for all vacation calculations. Vacation days will not accrue in such manner so as to be used prior to the employee's anniversary date. As such, an employee earns vacation during one year to be used in the following year. Employees must reduce their vacation hours to a maximum accumulation equal to two years' vacation by the employee's anniversary date each year.

Vacation may be used as earned. Employee notification time shall be equal to the proposed vacation time to be taken by the employee. In computing vacation leave for full-time employees, the following shall be counted as time worked:

1. Time spent on vacation leave
2. Time spent on paid sick leave
3. Absences for authorized holidays
4. Absences for jury duty
5. Time spent on paid bereavement leave
6. Leaves of absence with pay

Vacation leave will not accrue to an employee during such non-work, non-pay periods as:

1. Time away from work as a result of a disciplinary suspension.
2. Time away from work as a result of a job layoff.
3. Time away from work as a result of an authorized unpaid leave of absence.

Upon return to work from an authorized leave of absence, with or without pay, an employee in good standing shall be granted all unused vacation leave earned by earlier service.



It is the intent of this policy to provide a vacation period for all regular employees for reasons as stated above. Although the City encourages employees to take vacation in weekly blocks, the department head may approve vacation of less duration, but in no case less than four (4) hours, or half work shift, at a time.

Except as provided herein, payment will not be made for vacation time not taken, except when the employee is separated from employment by reasons of resignation, retirement, termination, military leave without pay or death. Employees who earn ~~four weeks~~ 160 hours of vacation time per year may "sell back" to the city up to ~~one week~~ 40 hours of such time per year. Employees who earn ~~five weeks~~ 200 hours of vacation time per year may "sell back" to the city up to ~~two weeks~~ 80 hours of such time per year.

There will be no chaining or linking of vacation leave from one anniversary year to another without written approval of the City Administrator.

Employees shall request vacations of two days or more two weeks prior to the date of the requested vacation, and attempt to provide the most advance notice possible in all cases. Vacation will, so far as possible, be granted at times most desired by the employee so long as it does not conflict with the City's operation. However, the final right to determine the number of employees to be on vacation is reserved exclusively to the City.

Police officers will accumulate vacation based on their 12-hour shifts as follows:

After one year of continuous service	60 hours
After two years of continuous service	120 hours
After seven years of continuous service	180 hours
After twelve years of continuous service	240 hours
After twenty years of continuous service	300 hours

Police officers who earn 180 hours of vacation time per year may "sell back" to the city forty (40) hours of such time per year. Police Officers who earn 240 hours of vacation time per year may "sell back" to the city eighty (80) hours of such time per year. Police Officers who earn 300 hours of vacation time per year may "sell back" to the city one-hundred-twenty (120) hours of such time per year.

#### **EXCEPTIONS:**

Regular Part-time: Provisions not applicable.

Temporary: Provisions not applicable.

~~Police Union: Requirements as outlined in union contract.~~

Public Works Union: Requirements as outlined in union contract.

Fire Department Drivers/Pump Operators: Same provisions as provided herein, except pro-rated based on the 24-hour shift/4 day rotation schedule.



**CHAPTER 18**  
**BEREAVEMENT LEAVE**

Employees shall be allowed time off with pay in the event of the death in the family as follows:

1. Up to three (3) days (as needed) for funeral of spouse, mother, father, brother, sister, children, mother-in-law, father-in-law; or any relative within the first degree living in the household.
2. The department head may allow an employee the necessary time off with pay to attend the funeral of members of the family not included above or of a close family friend at the department head's discretion.
3. Additional funeral leave with pay may be accorded to the employee at the discretion of the department head or City Administrator, because of extraordinary factors necessitating additional time off.
4. Leave without pay may be taken in order to attend funerals not included in the above provisions. At the discretion of the department head or City Administrator, employee may be allowed to use vacation leave or compensatory time in order to attend such funerals.

**EXCEPTIONS:**

Regular Part-time: Provisions not applicable.

Temporary: Provisions not applicable.

~~Police Union: Requirements as outlined in union contract.~~

Public Works Union: Requirements as outlined in union contract.

Fire Department Drivers/Pump Operators: The department head may allow an employee the necessary time off with pay (up to one 24-hour shift) to attend the funeral of members of the family or of a close family friend. Additional funeral leave with pay may be accorded to the employee at the discretion of the City Administrator because of extraordinary factors necessitating additional time off.

## **CHAPTER 19**

### **PREGNANCY LEAVE**

An employee's pregnancy or related condition is a temporary disability. An employee who is disabled by the pregnancy shall be granted a leave of absence if the leave of absence is for the period that the employee is disabled because of the employee's pregnancy, childbirth, or related medical conditions or for eight weeks, whichever is less. The employee must provide timely notice of the period of leave requested. Before granting the leave of absence, the employer may require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the duties of employment.

An employee on an approved pregnancy or childbirth leave of absence may first use accumulated sick leave and then once all sick leave is exhausted all vacation leave and compensatory time during the leave. After accumulated sick leave and vacation has been used, the balance of the employee's absence shall be without pay.

## CHAPTER 20

### FAMILY MEDICAL LEAVE

#### **Leaves Available**

It is the policy of the City to provide unpaid family and medical leave in accordance with the federal Family and Medical Leave Act (FMLA) of 1993. Whether or not a particular situation is covered by FMLA depends on whether the law's requirements have been met, not on whether an employee actually requests FMLA leave. The City will designate leave as FMLA leave if the employee is eligible for FMLA leave and if the law's other requirements are satisfied, even if the employee has not requested FMLA leave. An eligible employee will be granted up to twelve (12) work weeks of unpaid, job-protected leave each twelve-month period for any of the following qualifying reasons:

The birth of and/or need to care for your newborn child (including prenatal care by a health care provider).

1. The placement of a child with you for adoption or foster care.
2. The need to care for your spouse, child, or parent with a serious health condition.
3. A serious health condition that makes you unable to perform the functions of your job.
4. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three (3) calendar days.

#### **Eligibility Requirements**

To be eligible for family and medical leave, you must have worked for the City for at least twelve (12) months, and for at least 1,250 hours during the twelve (12) months immediately preceding the start of the leave.

#### **General Provisions**

For purposes of this policy, "**child**" means a son or daughter under 18 years of age, or a child 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual daily responsibility for care and includes a biological, adopted, foster or step-child.

"**Parent**" does not include parents-in-law.

"**Serious health condition**" means an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; or a period of incapacity that requires absence from work for more than three consecutive calendar days AND involves either two or more treatments by a health care provider, or at least one treatment by a health care provider plus a regimen of continuing treatment; or any period of incapacity due to pregnancy or for prenatal care; chronic serious health condition; long-term conditions for which treatment may not be effective; or multiple treatments and recovery therefrom. The "**twelve-month period**" during which the leave entitlement occurs is designated as the twelve (12) months measured backward from the first date of leave.

A "**spouse**" does not include an unmarried domestic partner. If you and your spouse are both employed by the City, and are both eligible for family and medical leave, you and your spouse will be limited to a combined total of twelve (12) weeks of family and medical leave a year taken for any one or all of the following reasons: birth of a child or to care for the child after birth; placement

of a child with you for adoption of foster care, or to care for the child after placement; or to care for your parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of your spouse or child, or because of your own serious health condition.

### **How and When Leave May Be Taken**

Family and medical leave is taken either in consecutive workweeks; intermittently in separate blocks of time; or by reducing the number of days you work per week, or hours per day.

Intermittent or reduced schedule leave may be taken when medically necessary to care for your spouse, child, or parent with a serious health condition, or because of your own serious health condition. You must provide the City with medical certification of the need for intermittent or reduced schedule leave, and must attempt to schedule your intermittent or reduced schedule leave so as not to disrupt City operations. You may be transferred temporarily to an alternative position or schedule with equivalent pay and benefits, which better accommodates the intermittent leave or reduced schedule.

Leave for childbirth, adoption or foster care may be taken intermittently or on a reduced leave schedule only if the employee's department head agrees to the proposed intermittent or reduced leave schedule.

Leave for the birth of a child or placement of a child for adoption or foster care must be taken within twelve (12) months of the birth, adoption or placement.

### **Notice Requirements**

If you know in advance that you will be taking leave because of birth, adoption, or placement of a foster child in your home, or because of planned medical treatment for you or a covered family member, you must notify the City Administrator at least thirty (30) days in advance.

If circumstances require that the leave begin in less than 30 days, you must notify the City Administrator as soon as is practicable.

When the need for leave is foreseeable based on planned medical treatment for you or your covered family member, the City expects you to consult with your department head and to make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations.

### **Medical Certification**

The City reserves the right to require written medical certification from the appropriate health care provider when leave is requested to care for a child, spouse, or parent with a serious health condition, or because of your own serious health condition. Certification will include the date of onset, the probable duration, type of treatment, and other appropriate medical facts concerning the condition. If you are seeking leave for your own health condition, the certification must also state that you are unable to perform the functions of your position. For leave to care for a family member, the certification must state that you are needed to care for the family member, and an estimate of the amount of time you will be needed. Other certification requirements apply in the case of intermittent or reduced schedule leave. If you fail to provide the certification within fifteen days of the City's request, your FMLA leave may be delayed until the certification is provided.

The City may require re-certification and periodic reports from employees during leave.

### **Use of Paid Leave**

An employee will be required to use accrued sick leave for the employee's own serious health condition under the Family Medical and Leave Act so long as paid sick leave is available. If an employee uses all of the employee's paid sick leave, the employee must then use accrued vacation leave. Unpaid leave will be granted only after paid sick leave and vacation leave have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable. The exception to this twelve (12) week limitation will be employees who have greater accumulations of paid leave which will be allowed.

An employee may request to use his or her balance of compensatory time for a FMLA reason. If the City permits the compensatory time to be used, the absence which is paid from the employee's accrued compensatory time account will not be counted against the employee's FMLA entitlement.

An employee will be required to use available family illness leave, vacation leave and compensatory leave for the serious health condition of an immediate family member of the employee under the Family and Medical Leave Act. Unpaid leave will be granted only after the paid sick leave for family illness, vacation leave, and compensatory leave have been used up. The total family and medical leave, paid or unpaid, will not exceed twelve (12) weeks during the twelve (12) month period that is applicable.

### **Rights and Benefits During Leave**

Longevity, sick leave and vacation will accrue only during periods of paid leave. The City Administrator may make an exception in writing to this section for a leave not exceeding ten work days.

All benefits which you had accrued before taking leave will be retained after returning from an approved FMLA leave, if not depleted during the leave.

While you are on family or medical leave, paid or unpaid, the City will maintain your group health insurance coverage at the same level and under the same conditions that coverage would have been provided had you continued working. You will be required to continue to pay your contribution to the premium on the same schedule as payments are made under COBRA.

### **Returning to Work**

At the conclusion of your FMLA leave, you will be restored to your former position, or one with equivalent pay, benefits, and conditions of employment, provided you have complied with the requirements of this policy.

The City will require that upon returning to work from leave due to your own serious health condition, you must provide certification from your health care provider that you are able to resume work and are fit for duty.

**CHAPTER 21**  
**VOTING LEAVE**

Employees required to work for all of the hours which the polls are open on an election day shall be given sufficient time off with pay to vote.

## CHAPTER 22

### MILITARY LEAVE

#### **Leaves Available**

The City will grant leaves of absence for military service to full-time and part-time regular employees in accordance with applicable state and federal law. A full-time or part-time regular employee who is a member of the uniformed services, when ordered by proper authority to serve in the uniformed services, shall be granted leave for the period of service. The first thirty calendar days of military leave each calendar year shall be without loss of pay. Any amount of military leave taken during any part of an employee's scheduled workday, regardless of the number of hours taken, shall count as one day toward the thirty calendar days without loss of pay. Absences required for military service that exceed thirty (30) calendar days shall be granted in accordance with the City policy on vacation, compensatory time, or paid leave, and with applicable state and federal law.

#### **Re-employment Rights – Eligibility**

Your eligibility for re-employment with the City after you complete military service will be determined in accordance with applicable state and federal law. Conditions for reemployment are briefly explained as follows:

1. You, or an appropriate officer of the uniformed service in which you serve must give advance written or verbal notice of your service to your immediate supervisor, unless military necessity prevents you from giving notice or if it is otherwise impossible or unreasonable;
2. The cumulative length of the absence and all previous absences from your employment with the City for reason of military service must not exceed five years;
3. Your discharge from military service must be honorable; and
4. When you return from military service you must report to work or submit a timely application for re-employment according to the following schedule:
  - a. *For service of less than 30 days* you must report to work by the beginning of your first regularly scheduled work day that would fall eight hours after you return home.
  - b. *For service of 31 to 180 days* you must apply for re-employment within 14 days after completing service.
  - c. *For service of 181 days or more* you must apply for re-employment no later than 90 days after completing service.

#### **Continuation of Benefits During Military Service**

Employees on leave for military service and any of their dependents entitled to coverage under the City's health insurance plan are entitled to coverage as follows:

1. An employee that leaves employment for 30 days or less is entitled to continued health insurance coverage and will not be required to pay more than what an active employee would pay for coverage.
2. An employee that leaves employment for more than 30 days is allowed to elect to receive continued coverage under the City's health insurance plan for up to 18 months following separation from employment or until the employee's re-employment rights expire whichever event occurs first. The City shall require the employee to pay up the premium.

#### **EXCEPTIONS:**

Temporary: Provisions not applicable.

## CHAPTER 23

### SICK LEAVE

**Purpose.** Sick leave with pay is provided in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick leave is only to be used for valid uses as described below. Employees using sick leave are expected to remain at home unless hospitalized or acting pursuant to reasonable instructions for care.

**Allowance.** Any employee contracting or incurring any non-work related sickness or disability rendering that employee unable to work shall receive sick leave with pay as set forth in this Chapter. Sick leave with pay may be taken for work-related sickness or disability incurred in connection with employment with the City provided the employee turns over to the City all workers' compensation benefits received by the employee for the period when sick leave was taken. Any employee who incurs any work-related sickness or disability while performing compensated service outside of his employment with the City shall not be entitled to use of sick leave with pay from the City.

Valid uses of sick leave as an approved paid absence:

1. Personal illness or injury
2. Family member illness or injury leave (5 days maximum/ calendar year), taken in minimum of 4-hour increments)
3. Physician appointments and medical testing
4. Dental and Optometric appointments
5. Visits to medical facility as part of rehabilitation program

**Notification.** The employee will notify his immediate supervisor as to the nature of such illness or injury and the expected duration of sick leave. The employee will maintain communication with his/her supervisor about the use of sick leave until the employee returns to work. The supervisor will inform the City Administrator's Office of these absences for recording in the employee's records.

**Accrual of Sick Leave.** Employees shall accumulate sick leave benefit at the rate of eight (8) hours per calendar month, applicable on the last day of each month. Sick leave may be accumulated to a maximum limit of two hundred forty (240) hours per employee. Sick leave days that would be lost due to the accumulation limit will be credited to a second sick leave account to a maximum limit of two hundred forty (240) hours per employee. Employees who have exhausted their basic sick leave and are not eligible for city provided disability insurance benefits may use sick leave from the second sick leave account.

Sick leave credit accumulated during the time spent on sick leave will not be available for use during the current illness, but will be counted as part of new accumulation of sick leave beginning one week after return to full-time service. It is the policy not to provide light duty work.

Upon an employee's return to work the employee shall provide his or her supervisor with a note from a physician confirming the employee's illness and ability return to work. The City retains the right to require an employee to submit to an examination by a physician designated by the City to establish fitness prior to returning to duty.



Sick leave will not be used by employees on vacation, holidays, or leave of absence. Employees will not receive compensation for unused sick leave upon resignation or termination of employment.

**Donation of Sick Leave.** Upon the City Administrator's decision to request that employees consider donating sick leave to a fellow employee, an employee may choose to donate up to eighty (80) hours of sick leave to the recipient employee. This procedure may only be authorized by the City Administrator in the case that the recipient employee has exhausted all paid leaves (sick, vacation, compensatory), but cannot work due to an illness of the employee (where disability coverage is not available) or the employee's family. The recipient employee must run all donated sick leave concurrent to any FMLA or pregnancy leave in the same manner the employee would use his or her own sick leave concurrent with FMLA and pregnancy leave. Hours shall be exchanged without regard to differing pay rates. No employee may donate more than eighty (80) hours per fiscal year. Any unused time shall revert to the donor employee's sick leave bank.

**EXCEPTIONS:**

Regular Part-time: Provisions not applicable.

Temporary: Provisions not applicable.

~~Police Union: Requirements as outlined in union contract.~~

Public Works Union: Requirements as outlined in union contract.

Fire Department Drivers/Pump Operators: Drivers/Pump Operators shall receive sick leave benefits as set forth above, except that such leave shall be accrued and used prorated to a 24-hour shift/4 day rotation basis.

## CHAPTER 24

### LEAVE OF ABSENCE WITHOUT PAY

Employees who are temporarily incapable of performing their duties or who desire to engage in a course of study, or who, for such reason considered valid by the City Administrator, desire to secure leave from their duties may be granted a special leave of absence without pay for a period not exceeding thirty (30) days.

Requests for special leave of absence shall be submitted in writing and shall state the reasons for such request, the date when the leave is to begin and the probable date of return.

During a leave of absence without pay the employee must pay any group hospitalization and dental premiums falling due during any month the employee is not on the payroll, pay for premiums for coverage under the group life insurance policy, and shall not receive any other job benefits during the period of absence, including the accumulation of seniority during the inclusive dates of such leave.

Leave without pay shall run concurrent to any FMLA leave or pregnancy leave an employee may also be using at the same time if the employee qualifies for such leave or leaves.

An option of utilizing accumulated vacation until it expires in lieu of part or all of a leave without pay may be granted.

Failure to return from a leave of absence shall be grounds for dismissal.

A leave of absence will not be granted for the purpose of allowing the employee to enter the employment of another employer.

## CHAPTER 25

### WORKERS' COMPENSATION

Worker's compensation is part of the Iowa Code designed to provide certain benefits to employees who sustain injuries, occupational illnesses or occupational hearing loss in the course of and arising out of their employment. Benefits are administered according to Iowa law. Employees shall familiarize themselves with the Employee Safety Manual and the policies and procedures in that document. If an employee has any questions regarding the Safety Manual he or she shall direct them to his or her supervisor.

**All** accidents, injuries, illnesses, and hearing loss occurring at work or in the course of employment must be reported to the employee's department head, **even if no medical attention is required**. The supervisor and employee shall immediately telephone the Company Nurse, the accident-reporting agency for Iowa Municipal Workers' Compensation Association of which the City is a member at 1-877-740-5017 to speak with a medical professional to ensure proper treatment for the employee's medical needs. The supervisor must also complete an Incident/Injury Report Form.

All reports of injury or illness or hearing loss should be filed within twenty-four (24) hours of the injury, illness, or hearing loss. Company Nurse will handle all initial reporting of workplace injuries. Said employee shall notify the Safety Director immediately and file an injury report with the City Administrator within twenty-four hours of the injury. Any employee who is unable to return to work due to an injury shall present the Safety Director with a doctor's statement that outlines the extent of the injury, the employee's work limitations, and duration of medical leave or restricted work requirements. The City believes all involved are better served by the injured employee's quick return to work. Therefore, an injured employee may be temporarily reassigned to work that is suitable according to the restrictions and/or limitations outlined by the physician. Employees injured on the job are required to use the City-authorized treating facility. If an employee chooses to use his or her personal physician, the expense of the treatment and care shall not be covered by the City. The City will comply with all federal and state regulations regarding the Occupational Safety and Health Act.

## CHAPTER 26

### INCLEMENT WEATHER

When inclement weather prevents an employee from reporting for work, the employee shall not be paid for that absence unless he/she elects to use vacation time for it. Two weeks' notice shall not be required for vacation use due to inclement weather. The employee is expected to ~~call into City Hall to~~ inform the **department head** ~~employer~~ of his/her inability to report for duty.

## CHAPTER 27

### INSURANCE

**Coverage.** The City makes available to employees and their dependents group health and hospitalization insurance and life insurance coverage. The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate. Employees should refer to the plan document of the City's health insurance plan to learn about the benefits of this plan.

**Health Insurance Cost.** Regular and probationary full-time employees pay three percent (3%) of a single health insurance plan, with the City paying the remainder of the premium. Full-time employees desiring dependent (i.e., family) group health and hospitalization insurance shall pay twenty five percent (25%) of the cost of the premium for such coverage. The employee's portion of insurance premiums will be deducted bi-weekly from paychecks.

**Life Insurance.** The City will provide, at no cost to the full-time employee, term life insurance coverage and accidental death & dismemberment coverage in the amount of fifty thousand dollars (\$50,000) plus \$2,000 life insurance benefit for a spouse and \$1,000 life insurance benefit for dependent children between the ages of 15 days and 19 years.

**Short and Long-Term Disability.** The City will provide, at no cost to the full-time employee, short and long-term disability coverage.

**Flexible Benefit Cafeteria Plan.** The City provides a flexible benefit cafeteria plan in conformance with Internal Revenue Code Section 125. Under this plan, employees may pay their share of health and hospitalization insurance premiums with pre-tax earnings. This plan also allows for employees to pay other types of medical and health related expenses, as well as certain childcare expenses, with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

**Terms of Insurance Policies to Govern.** The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Manual shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the complaint procedure set forth in this Manual. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any responsibility undertaken under this chapter.

#### **EXCEPTIONS:**

Part-time Employees: Provisions not applicable.

Temporary Employees: Provisions not applicable.

## CHAPTER 28

### EDUCATIONAL BENEFITS

**Water/Wastewater Training Courses.** The City will pay for the tuition of water/wastewater training course(s) to obtain Iowa Department of Natural Resources ("DNR") Water or Sewer Certificates for employees who are required by the City to possess such certificates. The City will allow the employee time-off with pay if such training courses are scheduled during the employee's normal workday and if scheduling and workload permit. Time spent in required water/wastewater training courses is compensable, whether it is during the employee's normal work day or not, however, employees must get permission from their supervisor prior to working any hours outside their normal workday. Employees shall be compensated for any studying for required water/wastewater training courses, however, the City has the right to limit hours spent studying and the employee shall receive prior permission for any hours spent studying. The City reserves the right to select the courses for which it will pay. However, failure to participate in training courses provided by the City will necessitate the employee making his own arrangements for schooling. This Section does not apply to an operator who has lost his certificate by failing to meet continuing education requirements.

**Continuing Education Courses (C.E.U.'s).** The City will provide tuition for continuing education courses which are approved by the City and it considers necessary for an operator to maintain his certificate. Some employees may be granted time off with pay to attend training courses if scheduling and workload permit. However, no employee is guaranteed time off and failure to receive time off does not alleviate the responsibility of each employee to maintain his certificate. Time spent in required training courses is compensable whether it is during the employee's normal work day or not, however, employees must get permission from their supervisor prior to working any hours outside their normal workday. Employees shall be compensated for any studying for required training courses, however, the City has the right to limit hours spent studying and the employee shall receive prior permission for any hours spent studying. For training classes that are not required, such training is voluntary, is not related directly to the employee's job because it is not required, and the employee shall not perform any productive work during such training. If training that is not required occurs outside of the employee's regular working hours, the employee shall not be compensated for the training. Failure to participate in training courses provided by the City will necessitate the employee making his own arrangements for schooling.

**College Tuition Reimbursement.** When a regular, full-time employee wishes to enroll in job-related credit courses at an accredited college or university, the City Administrator may grant approval for tuition reimbursement to the employee upon completion of the course or courses. Approval will normally be arranged in advance and an Educational Agreement in substantially the form attached as Appendix B of this Personnel Manual will be executed by the Employee and the City Administrator or designate. In order to receive reimbursement, the employee will provide prompt documentation of accredited college or university courses completed, including grades, as well as documentation of tuition paid for said courses.

Courses completed with a letter grade of 'A', 'B', or 'Pass', or equivalent, will be eligible for 75% tuition reimbursement up to \$150/credit hour reimbursement. Courses completed with a grade of 'C' or equivalent will be eligible for 50% tuition reimbursement up to \$100/credit hour. No reimbursement will be offered for grades below 'C' or equivalent. Total reimbursement shall not exceed \$2,000 in any calendar year.

For purposes of this policy, "job-related" will generally mean individual courses or an overall course of study with a direct application to the employee's job or another desired position within the City of Washington organization.

**EXCEPTIONS:**

Regular Part-time: Provisions not applicable.

Temporary: Provisions not applicable.

## CHAPTER 29

### DRUG AND ALCOHOL ABUSE -- TESTING PROCEDURES --

The City is committed to ensuring that its employees work in a safe, drug-free environment. It is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined that it must take the necessary steps to ensure that City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy, which covers all City employees not otherwise affected by state or federal drug testing laws. This policy is applicable to all applicants for city positions and all city employees at any time they are actually performing, preparing to perform, or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Drivers Licenses are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede the provisions of this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede the provisions of this policy.

#### DEFINITIONS:

**Safety Sensitive Employee:** A safety sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph. However, the City reserves the right to add or remove positions from its list of safety sensitive positions at any time. This includes part-time safety sensitive employees.

**Reasonable Suspicion Drug and Alcohol Test:** Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts, and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:

1. Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A credible source's report of alcohol use or the use of drugs. The City Administrator will have the final determination of who is a credible source.
4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.



5. Evidence that an employee has caused an accident while at work which resulted in property damage or personal injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, an Incident/Injury Report Form must be filed with the Safety Director.
6. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
7. The employee's statement or admissions of drug use while he or she is a City employee.

**Positive Test:** An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.

**Illegal Drugs/Substances:** Any substance that is illegal by law has not been legally obtained, or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.

**City Official:** Elected officers of the City including the Mayor and City Council members.

## **POLICY STATEMENT/PROCEDURES:**

### **Prohibited Activity:**

1. No employee shall illegally use, sell, transfer, purchase, or possess drugs, alcohol, controlled substances, or drug paraphernalia, or any combination thereof while in a City facility, vehicle, vessel, or aircraft or while performing City business, including business conducted in the employee's own home.
2. No employee shall report for work while under the influence of illegal drugs or alcohol. Furthermore, no employee shall report to work within four (4) hours of consuming alcohol even if the employee does not believe he or she is under the influence of alcohol during that time.
3. No employee shall use illegal drugs or consume alcohol while at work.
4. No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of his or her job without endangering the public's, coworkers', or the employee's safety.
  - a. Any employee using properly prescribed drugs that may impair the employee or affect the employee's job performance shall notify his or her immediate supervisor about the use of the drug. A drug may impair an employee or affect an employee's job performance if it may cause the employee dizziness or drowsiness or the employee or the employee's doctor believe the drug will impair the employee or affect the employee's job performance in some way.
  - b. If an employee is using a prescription drug and his or her doctor has advised him or her that the drug may adversely affect the employee's ability to perform the essential duties of his or her job, the employee shall advise his or her supervisor of the adverse effects and the prescribed period of use.
  - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the

- employee maintained by City Administrator. See subsection G for information regarding the storage of drug test results and other medical information.
- d. Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, employee's doctor, dosage, and the name of the drug prescribed.
  5. Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

**Notification:**

1. The City will notify applicants of this drug and alcohol testing policy at the time of his or her first interview.
2. The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.
3. All drug testing results and other confidential information will be kept confidential.
4. Each employee and applicant will sign a form acknowledging receipt of these materials.

**Employee Drug Testing:**

1. Post-Accident Testing: After an accident, testing will be conducted on employees whose performance could have contributed to the accident. if (1) it is required by state or federal law; or (2) reasonable suspicion exists.
  - a. Waiving of post-accident testing must have approval from the City Administrator or Finance Director.

**Drug Testing Procedures:**

1. Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.
2. Drug testing will be conducted at a location designated by a supervisor or the City Administrator.
3. The City will designate the type of testing to be performed on the sample collected.
4. Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
5. A specimen testing positive will undergo an additional test to confirm the initial result.
6. The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.
7. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
8. The City shall pay all testing costs for pre-employment, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol testing ordered by the City.
9. In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer, and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

**Post-Testing Procedures:**

1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's medical file.
2. An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including discharge.
3. If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.
4. If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

**Drug Test Results:**

1. All records pertaining to required drug tests shall remain confidential and shall not be disclosed without the written permission of the person whose records are sought. The City Administrator shall have access to the records for purposes of employment decisions. Computerized record keeping shall comply with this provision of the policy.
2. Drug test results and records shall be stored and securely retained for an indefinite period in an employee medical file maintained by the City Administrator.

**Responsibility:**

1. It shall be the responsibility of the City Administrator to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee.
2. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including discharge.

**SPECIAL REQUIREMENTS FOR EMPLOYEES POSSESSING COMMERCIAL DRIVERS' LICENSES.** If the test of an employee who is subject to the requirements of federal DOT drug and alcohol testing results in an MRO verified positive test for the use of drugs or an alcohol concentration of 0.04 or greater, the employee will be referred to an appropriate substance abuse professional for assessment and enrollment in a treatment and rehabilitation program, if recommended. Results of the positive drug or alcohol test and terms of the rehabilitation will remain confidential, except as provided by the Federal Regulations. Confirmation of a verified positive test for an alcohol concentration of 0.04 or greater may result in immediate termination. Confirmation of a verified positive test for the use of drugs or an alcohol concentration of 0.10 or greater will result in immediate termination.

Employees referred to the treatment and rehabilitation program as a result of an MRO verified positive test or breath testing showing an alcohol concentration above 0.04 must immediately cease any substance abuse, must be subject to testing before returning to safety sensitive duty, must

subject themselves to periodic unannounced testing for a period not to exceed sixty months, and must comply with all other conditions of the treatment and counseling program recommended by the substance abuse professional.

None of the expenses of the substance abuse treatment and rehabilitation program shall be paid for by the City. An employee required to take time off in order to participate in a rehabilitation program will be permitted to use sick leave, vacation time, and/or unpaid leave, if employee has not been terminated.

If an employee is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitation and a subsequent test is verified by the MRO as positive, or results in an alcohol concentration of 0.04 or greater, the employee will be terminated.

Employees who undergo substance abuse treatment and counseling under this policy and who continue to work must meet all established standards of conduct and job performance.

This policy shall be supplemented by the City of Washington Substance Abuse Prevention Program for drugs and alcohol as administered by ADMED, Ltd., and shall meet all requirements of administration procedures of the Department of Transportation (DOT) substance abuse prevention program pursuant to the Commercial Driver's License Regulations, Code of Federal Regulations, Title 49(49 CFR), Part 382.

**CHAPTER 30**  
**LONGEVITY PAY**

Employees shall, in addition to their regular compensation, be paid longevity pay for each three-year increment of continuous City employment in an eligible employment status, according to the following schedule:

<b>Years of Service</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12</b>	<b>15</b>	<b>18</b>	<b>21+</b>
\$ per Month	\$ 12.50	\$ 25.00	\$ 37.50	\$ 50.00	\$ 62.50	\$ 75.00	\$ 87.50
\$ per Year	\$ 150.00	\$ 300.00	\$ 450.00	\$ 600.00	\$ 750.00	\$ 900.00	\$1,050.00

**EXCEPTIONS:**

Regular Part-time: Provisions not applicable.

Temporary: Provisions not applicable.

## CHAPTER 31

### RETIREMENT BENEFITS

All employees, with the exception of college students, high school students, and vocation rehab workers, are eligible for the IPERS plan. Temporary employees who have been paid wages of \$1000.00 or more in two consecutive quarters or have been employed at least 1,040 hours in a calendar year will be eligible. Detailed information regarding the IPERS plan will be available to employees as they become eligible to enroll.

Employees may choose to participate in the ICMA-RC 457 deferred compensation program. This program allows employees to have a portion of their salary deducted before taxes and invested, much like a 401(k) program.

An employee who retires from regular full-time employment with the City and will be receiving a City-sponsored pension will be provided a one-time opportunity at the time of retirement to opt for extended COBRA health insurance coverage for employee and/or spouse under the City's available medical plan(s). The retiree is responsible for 100% of the required premium on a monthly basis, plus administrative charges that may be assessed, unless otherwise amended by action of the Council. Said premium shall be paid in advance of the first of each month for the following month's coverage. Retiree health insurance coverage may remain in effect until the first of the month of the retiree's 65<sup>th</sup> birthday, at which time coverage shall end for the retiree. A covered retiree's spouse may continue coverage until the first of the month of the spouse's 65<sup>th</sup> birthday, but not to exceed a total of ten (10) years of extended coverage, at which time all remaining health coverage shall end.

## CHAPTER 32

### PERFORMANCE EVALUATIONS

It is the policy of the City of Washington to assure that city revenues are appropriately spent on wages by periodically evaluating the job performance of each employee. The City desires to compensate its employees on the basis of external comparability (*salaries based on market conditions given an individual's skill set and the respective job position*), internal comparability (*equity comparison among similar positions within the city organization*) and meritorious performance. As such, performance evaluations are a critical component in establishing the wages for city employees.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additionally, the job performance of each employee shall be formally evaluated by his/her immediate supervisor on a regular basis, usually once per year. Probationary employees shall be evaluated midway during the probationary period and again at the end of the probationary period. The department head may solicit input from the employee's direct supervisor(s) and peers for the evaluation.

The evaluation may be conducted privately between the employee and the immediate supervisor at a time and place designated by the immediate supervisor. Each employee shall receive a written copy of the results of the evaluation. The form of the evaluation shall be approved by the City Administrator. The employee will be asked to sign the evaluation to indicate that he/she has discussed it with his/her immediate supervisor.

A portion of the evaluation shall consist of designating areas where improvement is needed. At the time of the next evaluation, the evaluator shall note whether improvement has been achieved in those areas. The evaluation shall become a part of the employee's personnel file. The results of the evaluation shall be used, in part, in establishing an employee's wage rate.

#### **EXCEPTIONS:**

Regular Part-time: Provisions not applicable.

Temporary: Provisions not applicable.

## CHAPTER 33

### COMPLAINT PROCEDURE

When a dispute arises among employees, an honest effort should be made to settle the dispute informally so that City business can continue in an efficient manner. If an informal settlement cannot be reached, employees may file a complaint under the following procedure:

Step One. The complaint shall be in writing and signed by the employee and presented to the employee's department head within seven (7) calendar days from the date on which the act or condition on which the complaint is based first became known to the employee. The supervisor shall give an answer in writing to the employee within seven (7) calendar days from receipt of the written complaint.

Step Two. If the employee is unsatisfied with the response given by his/her department head, he/she may present the complaint, along with the response, to the City Administrator within seven (7) calendar days of receipt of the response. The City Administrator shall give an answer in writing to the employee within seven (7) calendar days after receipt of the complaint. The City Administrator's decision shall be final. If the complaint is about the City Administrator, the employee shall file it directly with the Mayor who will render the final decision.



## CHAPTER 34

### LAYOFF AND RECALL

It is the policy of the City of Washington that in the event the City determines that a reduction in the work force is necessary, employees shall be laid off according to current staffing priorities. Whenever the public interest may require a reduction of employees in any classification or grade due to curtailment of available work or lack of funds, the City may either:

1. Abolish the office and remove the employee from his/her classification; or
2. Reduce the number of employees in any classification by suspending and/or laying off the necessary number.

When it becomes feasible for the City to hire an employee in a position where a layoff has occurred within the previous twelve months, the position may first be offered to the employee who was laid off, however it is not guaranteed to the employee. If more than one layoff occurred in the previous twelve months in a position, employees may be hired back. All rehires shall be according to current staffing priorities. Employees who are laid off shall keep the City informed of their current addresses and phone numbers so that they may remain eligible for recall. Recall is not applicable to employees who have not completed probation prior to layoff.

Employees who have been laid off do not receive nor accrue benefits.

#### **EXCEPTIONS:**

Regular Part-time: Provisions not applicable.

Temporary: Provisions not applicable.

~~Police Union: Requirements as outlined in union contract.~~

Public Works Union: Requirements as outlined in union contract.

## CHAPTER 35

### WORK RULES

In order to maintain a safe, efficient, and harmonious organization, disciplinary action for the rules and regulations listed below have been established for City employees. Each of the rules and regulations is based on a sound background of common sense and on experience. These rules are not exclusive and discipline may be taken in other instances of misconduct. The conduct outlined below is provided to describe examples to employees of the conduct which shall be punishable and these rules are subject to future modification as dictated by changing conditions. Each case shall be considered on its own merits with due consideration to the nature of the offense, the cause, the background, likelihood of repetition, and the attitude of the offender. The City reserves the right, in its discretion, to base discipline on any violation of this policy or on conduct not outlined below. [In addition to the work rules listed, employees are expected to comply with department policy manuals approved by the City Council.](#)

All City employees are expected to cooperate in observing these rules and regulations that are designed for our common protection and benefit.

- Violating the City's policy against workplace harassment (including sexual harassment), discrimination and/or retaliation.
- Dishonesty and/or lying, including falsification of city or employment records.
- Willful destruction, deliberate misuse or intentional neglect of city property.
- Unauthorized use of city property, including engaging in excessive, unnecessary, or unauthorized use of City property or supplies.
- Unauthorized possession of weapons, knives, firearms or explosives while on duty or on City property.
- Substandard work performance (i.e., inefficiency, misuse of company time, incompetence, negligence).
- Unexcused absences or tardiness.
- Making false statements/lying, including making untruthful or malicious statements about fellow employees.
- Insubordination, including failing to perform duties or carryout assignments or instructions.
- Failure to observe safety, smoking, or security rules.
- Fighting with another person on duty (including verbal fighting) or physically assaulting another individual while on duty.
- Consumption (or under the influence of) of alcohol on duty or on City premises.
- Unauthorized disclosure or use of confidential City information, including employee, patient or other information.
- Unauthorized time away from workstation, including extending lunch or break times.
- Sleeping, or giving the appearance of sleep, on the job during working hours (except for 24-hour shift personnel).
- Refusal or failure to answer questions in an internal investigation.
- Refusal to work without good reason when called in for emergency situations.
- Use of abusive, obscene or threatening language.
- Conduct which disrupts work activities.
- Neglect of duty, disobedience or misconduct.

- Consuming, having unauthorized possession of, or being under the influence of intoxicants, narcotics, controlled substances, or other non-medically prescribed drugs during the work day, including lunch or break periods, on or off City premises.
- Threatening, coercing, or intimidating fellow employees or others.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Stealing, willfully destroying or unauthorized use or alteration of property of coworkers, customers, clients, or the City.
- Unauthorized copying of City records.
- Violation of any of the requirements of this Personnel Manual.

## CHAPTER 36

### DISCIPLINE

The City is committed to a policy of progressive discipline. The goals of progressive discipline are to correct behavior and produce efficient City operations. It is the policy of the City to follow a system of progressive disciplinary action as outlined below. However, a violation of a serious nature may be cause for stronger disciplinary action or immediate discharge, in the City's discretion. Situations that the City believes will respond to corrective discipline will normally be handled as follows:

- Oral reprimand or warning
- Written reprimand or warning
- Suspension with loss of pay
- Discharge.

The City reserves the right to use whatever discipline it decides is appropriate in any situation, up to and including discharge, without regard to the progressive discipline guidelines explained above.

## CHAPTER 37

### INTERIM DUTIES

This policy is intended to establish guidelines for performance and compensation of interim duties in the event of a vacancy in a department head position.

When a department head position, including the offices of City Administrator or City Clerk, is vacated for a period exceeding one month, it is the City's policy that an employee or employees may be designated to assume the job duties of the position on an interim basis. Whenever possible, this assignment will be done in advance by the City Administrator and/or Mayor in writing, including expectation of duties to be performed and rate to be paid for those increased duties.

Employees assuming extra duties may be compensated in the following way:

- 1) If a single employee is appointed as the interim department head, they may be compensated at the lowest rate for that classification for the duration of the interim appointment, or a minimum pay increase of \$1.00 per hour.
- 2) If multiple employees are to split the duties of the department head each may be compensated at a rate of up to \$1.00 per hour for the duration of the interim appointment, but in no case will the total gross payments equate to more than 25% of the gross wage that would have been paid to the department head departing the position.

Interim pay shall cease as of the end of the day previous to the start date of the permanent department head.

## CHAPTER 38

### INFORMATION TECHNOLOGY

Information technology is defined as computers, computer files, networks, internet access, and software furnished to employees that are City property and intended for business use. Information technology may only be used for City business. However, employees may use the City's information technology for personal purposes, such as e-mail or internet surfing, only if it is of reasonable duration and frequency; does not interfere with the performance of the City's business; is not related to political or religious uses; does not cost the City additional expenses; is not related to any illegal, discriminatory or harassing behavior or business; would not cause the City public embarrassment and does not compromise City security or confidential information. The City reserves the right, in its sole discretion, to define what is a reasonable or permissible personal use.

The City reserves the right, in its sole discretion, to block access to offensive, malicious, and non-business web content or websites. The content of all communications created or disseminated through the use of any City information technology is the property of the City and shall comply with all policies. Employees should not access files or retrieve any stored information or communications without authorization. Employees should access those files only as necessary for the performance of their duties. Employees using the City's information technology shall not attempt to exceed the access rights granted by the City.

E-mail and other means of electronic communications are business tools to permit rapid and efficient communications with a large audience. This City system is a business system and not a personal communications network or bulletin board. Users of these tools should apply good judgment and common sense. All electronic communication should be conducted as if it were done in a public meeting following the rules of ethical conduct and non-discriminatory behavior.

Employees will be expected to take full responsibility for their electronic communications. All communications shall be made with the acknowledgment that there is minimal control over what the recipient does with it. In some situations, electronic communications have been used in legal proceedings. Excessive messages with little information for the entire staff slow down productivity and clog the system. Any questions about whether one may circulate certain information to all employees shall be directed to the City Administrator before proceeding.

Employees may not print; display, download, or send any sexually explicit or offensive messages, cartoons, jokes, drawings, photographs, animations, or like material. If employees receive such items from another person, they are to immediately advise the sender that they are not permitted to receive such information or items and that the sender is not to send such again. If the employee needs assistance in responding to such situations, the employee may contact the City Administrator.

The installation of personal software onto City-owned information technology is prohibited without prior permission from the City Administrator. The copying of purchased or leased software, unless authorized by the software vendor, is prohibited. Additionally, sharing user identification and/or passwords for any City information technology is prohibited, unless directed by the City Administrator for legitimate business reasons. Employees shall change their user passwords every one hundred eighty (180) days or as directed by the City Administrator.

By opening e-mail, sending or receiving information, using the voicemail system, logging onto the Internet or by using any of the City's information technology, employees agree and understand that this technology has been provided by the City at its own expense and that it is the City's property. It is another tool for employee use in business transactions or business communication.

All communications over and activity conducted on the City-owned systems are the property of the City. Employees shall have no expectation of privacy when using City-owned systems, even to information technology where the employee has a personalized username and/or password. Department heads and the City Administrator may review, audit, or download messages that employees send or receive, and may monitor employee Internet access. Additionally, all messages and data sent over City information technology may be subject to public open records requests or subpoenas.

Employees also may not interfere with or disrupt any City network or Internet users, services, programs or equipment. Disruptions include, but are not limited to, propagation of computer worms, viruses, or other debilitating programs and using the City network to make unauthorized entry to any other machines accessible via the network or Internet. Deliberate attempts to degrade or disrupt system performance will be viewed as criminal activity under applicable state and federal law.

Use of the City's Internet facilities includes use of the City's domain name and as a result reflects upon the City's image. The City's reputation is a valuable asset. Illegal, unethical, or inappropriate behavior will not be tolerated and the employee(s) will be subject to discipline or termination.

Employees shall not disseminate or print copyrighted materials (including articles and software) in violation of copyright laws. Employees shall not send, receive, print, or otherwise disseminate proprietary data or other confidential information, including any information of the City in violation of policy or proprietary agreements. Employees are not permitted to operate a business, usurp business opportunities, or solicit money for personal gain, or political lobbying activities. Employees shall not send chain letters, gamble, or engage in any other activity in violation of local, state, or federal law.

## CHAPTER 39

### CELLULAR PHONES

Where job or business needs demand immediate access to an employee, the City of Washington may issue a business cellular phone to an employee for work related communication. The City will pre-select the model and make of City owned equipment that will be available for employee use. City-owned cellular telephones cannot be used at any time in violation of state or federal laws nor in violation of any departmental work rules. In addition, City owned cellular telephones shall not be used for the purpose of creating personal financial gain. The City Administrator will identify whether an employee is required to be furnished a City owned cellular telephone. City owned cellular telephone service will only be approved through City authorized companies. Other contracts will be terminated as appropriate and switched to an approved provider.

Use of **City-owned** cellular phones for **a reasonable amount** of personal phone calls use is permitted ~~providing that the employee reimburses the City for any related excess charges within 20 days of receipt of the bill.~~ The City Administrator **City Finance Director** is responsible to review telephone bills of employees assigned a City-owned cellular telephone to assure compliance with this directive. When an employee leaves the department or terminates employment, the City Administrator **City Finance Director** is responsible to recover the City-owned cellular telephone. ~~Any employee using a City owned cellular telephone must agree in writing to pay any excess personal usage through payroll deduction.~~

Employees have no expectation of privacy when using City-owned cell phones. The City may access the phone, any application on the phone, or any other data on the phone at any time. Any data or applications or any other information on the employee's phone may be open records subject to Chapter 22 of the Iowa Code and available to the public for inspection.

Employees shall not use a City-owned cell phone while driving a motor vehicle unless the employee is using the phone with hands-free equipment. Employees shall pull over to use their phones, including texting or calling.

In lieu of a City-issued cellular phone and upon approval of the City Administrator, eligible employees may opt for a cellular phone allowance for City business usage of their personal cellular phone. The amount of such reimbursement shall be determined on a case-by-case basis by the City Administrator, but should in no case exceed the City's cost of providing a cellular phone under the City plan. All above policies including those regarding distracted driving and privacy apply when the City provides a cell phone allowance in lieu of an actual cell phone.



## **CHAPTER 40 SOCIAL MEDIA POLICY**

### **DEFINITIONS:**

- Posting: any writing, image, video, download, audio file, and hyperlink to other websites, or media which is downloaded, referenced, inserted, or placed upon any City social media site.
- Social media or site: includes, but is not limited to, electronic communication through which users create online communities to share information, ideas, personal messages, photographs, videos, and other content. Examples of the types of social networking sites covered by this policy include, but are not limited to: blogs, LinkedIn, Facebook, Google+, Twitter, YouTube, Instagram, Pinterest, Snapchat, YikYak, photo and video sharing sites, micro-blogging, podcasts, wikis, news sites, as well as viewable comments posted on Internet sites. This policy is not meant to address only certain forms of social media, but rather social media in general as advances in technology will occur and new tools will emerge that are also expected to be used in accordance with this policy.

All City employees are expected to use City computers, tablets, mobile phones, computer applications and programs, internet resources and network communications in a responsible, professional, ethical, and lawful manner always. This includes use of all social media utilizing these devices. Employees should be aware that all content, including social media, on these devices is not private and the employer could access any information saved to, accessed by, created on, transmitted on, downloaded to, exchanged over, or discussed on these devices, including social media, at any time. Consequently, employees have no reasonable expectation of privacy when engaging in these activities and employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone.

In addition, employees are expected to follow all other City policies with regard to their use of social media. Any employee who violates this policy may be subject to disciplinary action up to and including termination.

### **PROCEDURES:**

The procedures for using Social Media are presented in two categories: (1) City sponsored sites used to provide citizens with official, accurate, and unbiased information, and (2) procedures governing employees' conduct while on social media sites.

#### **1. City-Sponsored Sites:**

- A. The City's social media are limited public forums. The sites are not an editorial page or blog for visitors and they are subject to the commenting restrictions listed below in this policy. The City does not intend by its social media sites to create or allow the creation of an unlimited public forum for the public to post comments of any kind.
- B. The establishment and use by any City department of City social media sites are subject to approval by the City Administrator. At the time such site is approved, the City Administrator must determine who will be responsible for developing this site including establishing an administrative profile, designating who will have authority for speaking on behalf of the City, and who will keep the site up to date, including answering questions in a timely manner.
- C. City social media accounts will only become affiliated with (i.e., "like," "follow," etc.) another social media page if it is related to official City business, services, and events.

The City Administrator shall have the final determination if another social media page is related to official City business, services, and events.

- D. Wherever possible, City social media sites should link back to the official City website for forms, documents, online services, and other information necessary to conduct business with the City.
- E. The City Administrator or his/her designee will monitor the City's social media accounts to ensure that the social media sites further the City's policies, interests, and goals.

Comments containing any of the following inappropriate forms of content will not be allowed on the City's social media sites and are subject to removal by the City:

- a. Comments unrelated to the original topic;
  - b. Comments that are obscene, vulgar, or profane;
  - c. Content that promotes, fosters or perpetuates discrimination of any protected class under local, state, or federal law (see Section J – 2);
  - d. Defamatory or personal attacks;
  - e. Threats to any person or organization;
  - f. Comments in support of, or in opposition to, any political campaigns or ballot measures;
  - g. Solicitation of commerce, including but not limited to advertising of any business or product for sale;
  - h. Conduct in violation of any federal, state or local law;
  - i. Encouragement of illegal activity;
  - j. Information that may tend to compromise the safety or security of the public or public systems; or
  - k. Content that violates a legal ownership interest, such as a copyright.
  - l. Comments that are threatening in nature will be forwarded as appropriate to law enforcement.
- F. The City reserves the right to restrict or remove any content that is deemed in violation of City policy, including this policy, or applicable law. Any content removed based on these guidelines must be retained by the City Clerk or his/her designee for a minimum of 90 days, including the time, date, and identity of the poster, when available.
  - G. Comments posted by the public on the City's social media site express the opinions of the commentators or posters. Such comments do not necessarily reflect the opinions or policies of the City, and the publication of such comments does not imply endorsement or agreement by the City.
  - H. The City is not responsible for and has no control over the accuracy, subject matter, content, information or graphics when viewing links attached to its social media sites. The City also does not endorse any organizations sponsoring linked websites or the views or products they offer.
  - I. The City is not liable for the content of postings by individuals employed by the City or third parties not affiliated with the City on any City social media sites.
  - J. The City reserves the right to deny access to its social media site for any individual who violates the City's policies or the law, at any time and without prior notice. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable local, state or federal law.
  - K. The City's website at ~~http://www.washingtoniowa.net~~ <http://www.washingtoniowa.gov> will remain the City's primary and predominant Internet presence.
  - L. Employees representing the City via social media accounts must conduct themselves at all times as representatives of the City and must identify themselves as representatives of the City when doing so. Employees that fail to identify themselves

and/or conduct themselves in an appropriate manner shall be subject to discipline up to and including dismissal.

2. Employees' Personal Use of Social Media:

- A. Employees should limit their use of social media during working hours or on equipment provided by the City unless such use is work-related or authorized by their department head. Employees shall not use City-provided e-mail addresses to register on social networks, blogs or other websites for personal use. Employees should note that this provision is not meant to prohibit employees from engaging in concerted protected activity where prohibited by law.
- B. Employees may not, unless expressly authorized in writing, make statements on behalf of the City on the employee's social media accounts. If an employee wishes to make a work-related statement on his/her social media, the employee should consider including a disclaimer indicating that the opinions are the employee's personal opinions, not the opinion of the City.
- C. Employees shall not use City-provided email accounts to sign up for or access social media unless expressly authorized to do so by the employee's department head.
- D. Employees shall have no expectation of privacy if they access their social media using City e-mail, City networks, City servers, City devices, and/or any other City resources when accessing social media.
- E. Employees shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment with the City unless expressly authorized. In addition, employees are expected to respect the privacy of their co-workers and citizens and must take steps to protect the privacy and confidentiality of others.
- F. Employees are not to use the City's intellectual property such as trademarks, logos, letterhead, *etc.* when posting on social media or in any other actions, unless expressly authorized in writing. This includes posting pictures of yourself or others wearing City uniforms or other apparel bearing the City's name or logo.
- G. Employees are not allowed to use photographs or other depictions related to City business, including as discussed in the paragraph above, unless expressly authorized in writing. This includes, but is not limited to posting, transmitting, and/or disseminating any photographs or videos of City training, activities, or work-related assignments.
- H. Employees shall not post material that is abusive, obscene, libelous, threatening, profane or otherwise inappropriate about the City, its employees, or citizens.
- I. Employees shall not post material that may be construed to be discriminatory, harassing, or retaliatory under local, state, or federal law about the City, its employees, or citizens.
- J. Nothing in this policy is intended to infringe upon any employee's legitimate First Amendment rights and employees are free to express themselves as private citizens on social media sites. The intent of this policy is to prevent employees from engaging in unlawful speech, improperly impairing the working relationships of this City, impeding the performance of City duties and/or negatively affecting the public perception of the City. As public employees, employees are cautioned that speech made pursuant to an employee's official duties is not protected speech under the First Amendment and may form the basis for discipline.

The City's social media sites may be considered public records under Iowa Public Records laws. If requested, the City may be compelled to disclose public records to third party requestors. The City in its sole discretion shall determine whether postings on its social media websites are public records and whether exemptions from disclosure apply.

## APPENDIX A

### EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF MANUAL

This Personnel Manual describes important information about employment with the City of Washington ("City"). It has been prepared to make me aware of what I can expect in the way of privileges and benefits; and what the City will expect of me in terms of behavior and performance during my employment.

Since departments vary in their duties and responsibilities, not all policies and regulations can be covered in this Manual. I understand that I may direct inquiries for additional information to my supervisor or the City Administrator.

The use of masculine or feminine gender in references or titles shall be considered to include both genders and is not a sex limitation.

No policies in this Manual shall supersede any provisions of state or federal law. The policies in this Manual are intended to apply to all City employees.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur; and that such changes will be communicated to me through official notices. Only the City Council can adopt any revisions to the policies in this Manual.

By signing below, I provide full authority for the City to withhold the amounts identified above in Chapters 1 and 39 from my final paycheck. By signing below, I acknowledge the parties intend this to serve as a valid authorization for withholding from a final paycheck under Iowa Code Section 91A.5, as amended from time to time.

I have entered into employment with the City voluntarily and acknowledge there is no specified length of employment. Iowa law allows me, or the City, to terminate the employment relationship "at will" at any time. Furthermore, I acknowledge this Manual is neither a contract of employment nor a legal document. I have received the Manual and I understand it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it.

\_\_\_\_\_  
Employee's Name (Printed)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

APPENDIX B: 2017 City of  
Washington Personnel  
Policies

*Brent Hinson, City Administrator*  
*Sandra Johnson, Mayor*  
*Illa Earnest, City Clerk*  
*Kevin Olson, City Attorney*



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

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**Educational Agreement**

The City of Washington, Iowa, hereinafter "Employer" and \_\_\_\_\_  
(Employee's name), hereinafter "Employee", enter this agreement for educational  
reimbursement for mutual benefit.

Whereas, the Employee has entered a course of study at an accredited college or university;  
and

Whereas, the Employer has determined that said course of study meets the requirements  
of "job-related" as defined in Resolution 2013-067 of the City of Washington, Iowa:

NOW THEREFORE, Employer and Employee enter into the following agreement:

- 1) Employee will provide prompt documentation of accredited college or university  
classes completed, including grades, and payments made.
  
- 2) Employer will provide reimbursement of 75% of tuition up to \$150/credit hour for  
courses completed with a grade of 'A' or 'B' or equivalent, or up to 50% up to  
\$100/credit hour for courses completed with a grade of 'C' or equivalent. Pass/Fail  
courses shall be eligible for 75% reimbursement if passed. Total reimbursement  
shall not exceed \$2,000 in any calendar year.

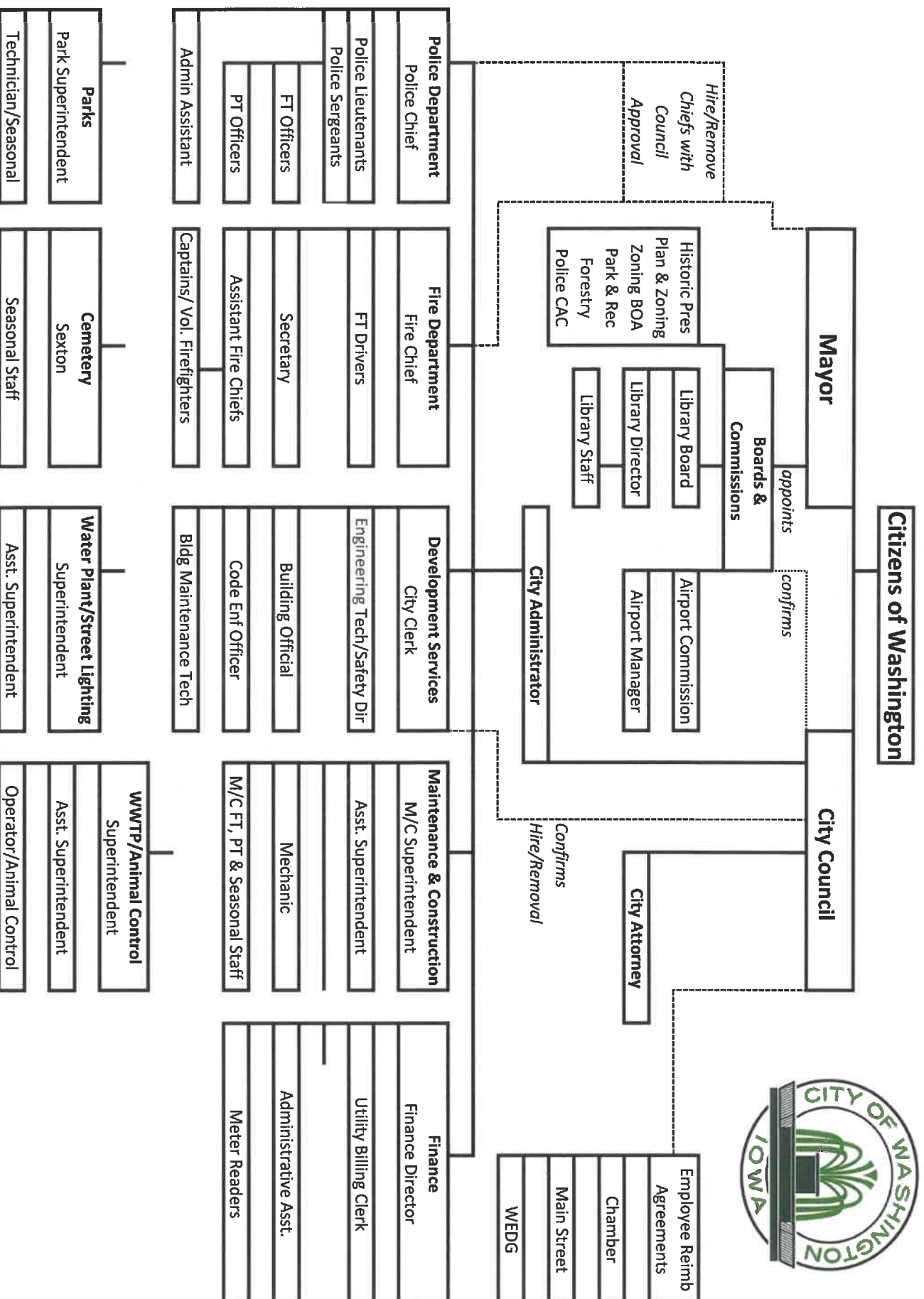
As agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Employer**

**Employee**

\_\_\_\_\_  
Brent Hinson, City Administrator

# City of Washington Organizational Chart



RESOLUTION NO. 2022-\_\_

RESOLUTION OF INTENT TO APPOINT A PERSON TO FILL  
WARD 2 CITY COUNCIL VACANCY

WHEREAS, City Councilperson Stephen Gault submitted his resignation for the Ward 2 city council seat December 6, 2022; and

WHEREAS, Section 372.13 of the Code of Iowa allows the City Council to either appoint a person to fill the vacancy or hold a special election to fill a vacancy on the City Council; and

WHEREAS, the City Council has chosen to appoint a person to fill the vacancy pursuant to Section 372.13(a) of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa, that this Resolution expresses the intent of the City Council to appoint a person to fill the Ward 2 City Council vacancy.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of the City Council's intent to appoint a person to the Ward 2 vacancy as required by Section 372.13(2)(a)(2).

Passed and approved this 20<sup>th</sup> of December, 2022.

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Jaron P. Rosien, Mayor

ATTEST:

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Sally Y. Hart, City Clerk

RESOLUTION NO. 2022-\_\_\_\_\_

RESOLUTION DIRECTING THE CITY CLERK TO GIVE NOTICE TO THE  
WASHINGTON COUNTY AUDITOR TO HOLD A SPECIAL ELECTION TO FILL  
WARD 2 CITY COUNCIL VACANCY

WHEREAS, City Councilperson Stephen Gault submitted his resignation for the Ward 2 city council seat December 6, 2022; and

WHEREAS, Section 372.13 of the Code of Iowa allows the City Council to either appoint a person to fill the vacancy or hold a special election to fill a vacancy on the City Council; and

WHEREAS, the City Council has chosen to hold a special election pursuant to Section 372.13(2)(b)(1) of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, that the City Clerk is hereby directed to inform the Washington County Auditor to schedule a special election to fill the current Ward 2 city council vacancy at the earliest practicable date as per Iowa Code Section 372.13(2)(b)(1).

Passed and approved this 20<sup>th</sup> of December, 2022.

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

ATTEST:

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





# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

December 15, 2022

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

Re: NLW Subdivision – Plat 2  
G&A 7021157

Dear Deanna,

Enclosed herewith are three copies of Pay Application No. 7 submitted by DeLong Construction in the amount of \$1,387.00. The application is for work completed this period.

Also enclosed is Change Order No. 2 which is for adjustment of final quantities and increases the project cost by \$12,336.90. (The final contract price is \$11,233.10 less than the original bid.)

Also enclosed is the Engineer's Completion Statement for the project.

Also enclosed is Pay Application No. 8 (Final) in the amount of \$29,292.07. This represents the retainage and is due 30 days after project acceptance.

Should the council approve, please have the pay applications and change order signed, forward one copy to DeLong Construction with payment for Pay Application No. 7 now and Pay Application No. 8 in 30 days, keep one copy for City record, and return one copy to Garden & Associates.

Contact me with any questions.

Sincerely,  
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Pay App #7 (3 copies)  
Change Order #2 (3 copies)  
Engineer's Completion Statement  
Pay App #8 (3 copies)

JP/fs



ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

**Contractor's Application for Payment No. 7**

To: City of Washington	Application Period: November 8, 2022 - December 10, 2022	Application Date: 12/15/2022
Owner: NLW Subdivision - Plat 2	From (Contractor): Delding Construction	Via (Engineer): Garden & Associates, Ltd
Contract: NLW Plat 2	Contractor's Project No.: _____	Engineer's Project No.: 7021157

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

Approved Change Orders

Number	Additions	Deductions
1		\$23,570.00
2	\$12,336.90	
<b>TOTALS</b>	\$12,336.90	\$23,570.00
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>-\$11,233.10</b>	

1. ORIGINAL CONTRACT PRICE: \$597,074.50

2. Net change by Change Order: -\$11,233.10

3. Current Contract Price (Line 1 + 2): \$585,841.40

4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates): \$585,841.40

5. RETAINAGE:

a. 5% X \$585,841.40 Work Completed: \$29,292.07

b. 5% X \$585,841.40 Stored Material: \$29,292.07

c. Total Retainage (Line 5a + Line 5b): \$58,584.14

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c): \$527,257.26

7. LESS PREVIOUS PAYMENTS (Line 6 Item prior Application): \$555,167.53

8. AMOUNT DUE THIS APPLICATION: \$72,089.73

9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above): \$329,292.07

**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 items 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 subscribable 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.

Payment of \$ 11,233.10 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) 12-15-2022 (Date)

Payment of \$ 72,089.73 (Line 8 or other - attach explanation of the other amount)

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

Contractor Signature: [Signature] Date: 12-15-22

Contract Qty, as Adj by CO	Unit Price	Ext	Qty Complete		Ext	Qty Complete		Total Qty Complete to date	Ext
			Prior Period	Ext		This Period	Ext		
1	EXCAVATION, CLASS 10	3700	CY	\$ 5.50	\$ 20,350.00	3700	\$ 20,350.00	3700	\$ 20,350.00
2	SUBGRADE PREPARATION (12" THICK)	3515	SY	1.50	5,272.50	3515	5,272.50	3515	5,272.50
3	SUBBASE, MODIFIED	3125	SY	7.20	22,500.00	3125	22,500.00	3125	22,500.00
4	COMPACTION TESTING	1	LS	3,500.00	3,500.00	1	3,500.00	1	3,500.00
5	SUBBASE, CLASS A	390	SY	8.00	3,120.00	390	3,120.00	390	3,120.00
6	TRENCH FOUNDATION	50	TON	25.00	1,250.00	0	-	0	-
7	TRENCH FOUNDATION TESTING	1	LS	3,500.00	3,500.00	1	3,500.00	1	3,500.00
8	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	878	LF	35.00	30,730.00	858	30,030.00	858	30,030.00
9	SANITARY SEWER SERVICE STUB, PVC, 4"	735	LF	48.00	35,280.00	739	35,472.00	739	35,472.00
10	STORM SEWER, TRENCHED, 12"	355	LF	32.00	11,360.00	355	11,360.00	355	11,360.00
11	STORM SEWER, TRENCHED, RCP, 12"	270	LF	42.00	11,340.00	270	11,340.00	270	11,340.00
12	STORM SEWER, TRENCHED, RCP, 15"	111	LF	52.00	5,772.00	104	5,408.00	104	5,408.00
13	STORM SEWER, TRENCHED, 18"	55	LF	50.00	2,750.00	56	2,800.00	56	2,800.00
14	PIPE APRON, 12"	1	EA	1,325.00	1,325.00	1	1,325.00	1	1,325.00
15	PIPE APRON, 18"	1	EA	1,450.00	1,450.00	1	1,450.00	1	1,450.00
16	SUBDRAIN (LONGITUDINAL), 4"	1570	LF	5.00	7,850.00	1570	7,850.00	1570	7,850.00
17	SUBDRAIN OUTLETS & CONNECTIONS, 4" OR 6"	10	EA	275.00	2,750.00	10	2,750.00	10	2,750.00
18	WATER MAIN, TRENCHED, C900 PVC, 8"	830	LF	40.00	33,200.00	820	32,800.00	820	32,800.00
19	WATER MAIN, TRENCHED, C900 PVC, 12"	260	LF	83.00	21,580.00	160	13,280.00	160	13,280.00
20	WATER SERVICE PIPE, TRENCHED, TYPE K COPPER, 1"	725	LF	22.00	15,950.00	725	15,950.00	725	15,950.00
21	WATER SERVICE PIPE, TRENCHLESS, TYPE K COPPER, 1"	220	LF	29.00	6,380.00	220	6,380.00	220	6,380.00
22	WATER SERVICE CONNECTION, 1"	25	EA	500.00	12,500.00	25	12,500.00	25	12,500.00
23	WATER SERVICE CURB STOP & BOX, 1"	25	EA	525.00	13,125.00	25	13,125.00	25	13,125.00
24	GATE VALVE, 8"	1	EA	1,780.00	1,780.00	1	1,780.00	1	1,780.00
25	GATE VALVE, 12"	1	EA	3,170.00	3,170.00	1	3,170.00	1	3,170.00
26	TAPPING VALVE ASSEMBLY, 12" X 8"	1	EA	4,350.00	4,350.00	2	8,700.00	2	8,700.00
27	FIRE HYDRANT ASSEMBLY	3	EA	5,405.00	16,215.00	4	21,620.00	4	21,620.00
28	FLUSHING DEVICE (BLOWOFF)	1	EA	1,500.00	1,500.00	1	1,500.00	1	1,500.00
29	MANHOLE, SW-301, 48"	4	EA	5,750.00	23,000.00	4	23,000.00	4	23,000.00
30	MANHOLE, SW-301, 60"	0	EA	-	-	0	-	0	-
31	MANHOLE, SW-401, 60"	1	EA	5,300.00	5,300.00	1	5,300.00	1	5,300.00
32	INTAKE, SW-501	2	EA	4,275.00	8,550.00	2	8,550.00	2	8,550.00
33	INTAKE, SW-503	2	EA	6,050.00	12,100.00	2	12,100.00	2	12,100.00
34	EXTERNAL DROP CONNECTION	0	EA	-	-	0	-	0	-
35	REMOVE INTAKE	1	EA	750.00	750.00	1	750.00	1	750.00
36	PVC AREA DRAIN	3	EA	2,550.00	7,650.00	3	7,650.00	3	7,650.00
37	PAVEMENT, PCC, 7" THICK	2975	SY	50.00	148,750.00	3120.56	156,028.00	3120.56	156,028.00
38	PCC PAVEMENT SAMPLES & TESTING	1	LS	3,000.00	3,000.00	1	3,000.00	1	3,000.00
39	REMOVAL OF SIDEWALK	31	SY	15.00	465.00	31	465.00	31	465.00
40	SIDEWALK, PCC, 4" THICK	180	SY	46.50	8,370.00	185.27	8,615.06	185.27	8,615.06
41	SIDEWALK, PCC, 6" THICK	15	SY	50.00	750.00	42	2,100.00	42	2,100.00

42	DETECTABLE WARNINGS	28	SF	\$	40.00	\$	1,120.00	72	\$	2,880.00	72	\$	2,880.00
43	PAVEMENT REMOVAL	145	SY	\$	10.00	\$	1,450.00	280	\$	2,800.00	280	\$	2,800.00
44	TEMPORARY TRAFFIC CONTROL	1	LS	\$	4,900.00	\$	4,900.00	1	\$	4,900.00	1	\$	4,900.00
45	HYDRAULIC SEEDING, FERTILIZING & MULCHING	1	LS	\$	10,000.00	\$	10,000.00	1	\$	10,000.00	1	\$	10,000.00
46	SWPPP PREPARATION	1	LS	\$	1,000.00	\$	1,000.00	1	\$	1,000.00	1	\$	1,000.00
47	SWPPP MANAGEMENT	1	LS	\$	1,500.00	\$	1,500.00	1	\$	1,500.00	1	\$	1,500.00
48	SILT FENCE	1200	LF	\$	2.00	\$	2,400.00	1000	\$	2,000.00	1000	\$	2,000.00
49	SILT FENCE, REMOVAL OF SEDIMENT	1200	LF	\$	1.50	\$	1,800.00	0	\$	-	0	\$	-
50	SILT FENCE, REMOVAL OF DEVICE	1200	LF	\$	1.50	\$	1,800.00	650	\$	975.00	650	\$	975.00
51	MOBILIZATION	1	LS	\$	21,500.00	\$	21,500.00	1	\$	21,500.00	1	\$	21,500.00
101	INTERNAL DROP CONNECTION	1	LS	\$	3,000.00	\$	3,000.00	1	\$	3,000.00	1	\$	3,000.00
102	EXISTING MANHOLE ADJUSTMENT	1	LS	\$	3,500.00	\$	3,500.00	1	\$	3,500.00	1	\$	3,500.00
103	CONNECTION TO EXISTING MANHOLE	1	LS	\$	1,000.00	\$	1,000.00	1	\$	1,000.00	1	\$	1,000.00
CO2	Hydrant Relocation	1	LS	\$	1,460.00	\$	1,460.00	1	\$	1,460.00	1	\$	1,460.00
CO2	Extra Modified Subbase	74.56	Ton	\$	25.00	\$	1,864.00	74.56	\$	1,864.00	74.56	\$	1,864.00
CO2	8" Thick Concrete Instead of 7"	6.09	CY	\$	176.00	\$	1,071.84	6.09	\$	1,071.84	6.09	\$	1,071.84

Value of Completed Work:	\$	584,381.40	Prior Est	\$	584,381.40	This Pay Est	\$	1,460.00	Total	\$	585,841.40
Value of Materials in Storage:	\$	-		\$	-		\$	-		\$	-
<b>Total:</b>	<b>\$</b>	<b>584,381.40</b>		<b>\$</b>	<b>584,381.40</b>		<b>\$</b>	<b>1,460.00</b>		<b>\$</b>	<b>585,841.40</b>



Change Order No. 2

Date of Issuance: 12-15-2022      Effective Date: 3-2-2022  
 Owner: City of Washington      Owner's Contract No.:  
 Contractor: DeLong Construction      Contractor's Project No.:  
 Engineer: Garden & Associates, LTD      Engineer's Project No.: 7021157  
 Project: NLW Subdivision - Plat 2      Contract Name:

The Contract is modified as follows upon execution of this Change Order:  
 Description: Adjustment of quantities for revision to sanitary sewer

Attachments: [List documents supporting change] Attachment #1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>(note changes in Milestones if applicable)</i>
Original Contract Price: <del>\$ 597,504.50</del> \$ 597,014.50 <sup>9P</sup>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ 23,570.00	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 573,504.50	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] of this Change Order: \$ 12,336.90	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 585,841.40	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:  
 By: [Signature]  
 Engineer (if required)  
 Title: Project Engineer  
 Date: 12-15-2022

ACCEPTED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Title: President  
 Date: 12-15-22

Approved by Funding Agency (if applicable) N/A

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

12/15/2022

		Contract Qty, as Adj by CO		Unit Price	Total Qty Complete to date	Price Adjustment
6	TRENCH FOUNDATION	50	TON	25.00	0	(1,250.00)
8	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	878	LF	35.00	858	(700.00)
9	SANITARY SEWER SERVICE STUB, PVC, 4"	735	LF	48.00	739	192.00
12	STORM SEWER, TRENCHED, RCP, 15"	111	LF	52.00	104	(364.00)
13	STORM SEWER, TRENCHED, 18"	55	LF	50.00	56	50.00
18	WATER MAIN, TRENCHED, C900 PVC, 8"	830	LF	40.00	820	(400.00)
19	WATER MAIN, TRENCHED, C900 PVC, 12"	260	LF	83.00	160	(8,300.00)
26	TAPPING VALVE ASSEMBLY, 12" X 8"	1	EA	4,350.00	2	4,350.00
27	FIRE HYDRANT ASSEMBLY	3	EA	5,405.00	4	5,405.00
37	PAVEMENT, PCC, 7" THICK	2975	SY	50.00	3120.56	7,278.00
40	SIDEWALK, PCC, 4" THICK	180	SY	46.50	185.27	245.06
41	SIDEWALK, PCC, 6" THICK	15	SY	50.00	42	1,350.00
42	DETECTABLE WARNINGS	28	SF	40.00	72	1,760.00
43	PAVEMENT REMOVAL	145	SY	10.00	280	1,350.00
48	SILT FENCE	1200	LF	2.00	1000	(400.00)
49	SILT FENCE, REMOVAL OF SEDIMENT	1200	LF	1.50	0	(1,800.00)
50	SILT FENCE, REMOVAL OF DEVICE	1200	LF	1.50	650	(825.00)
CO2	Extra Modified Subbase	0	Ton	25.00	74.56	1,864.00
CO2	8" Thick Concrete Instead of 7"	0	CY	176.00	6.09	1,071.84
CO2	Relocate Hydrant	0	LS	1,460.00	1	1,460.00

Contract Price Adjustment \$ 12,336.90

Contract Price Prior to CO #2 \$573,504.50

Final Contract Price \$ 585,841.40

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE NLW SUBDIVISION  
PHASE 2 AS COMPLETED**

WHEREAS, the City Council of the City of Washington did award a construction contract to DeLong Construction, Inc., in the amount of \$597,074.50 for the “NLW Subdivision Phase 2 Project” (the “Project”); and,

WHEREAS, the Project has been completed in accordance with the plans and specifications; and,

WHEREAS, it is necessary for the City Council to formally accept the Project.

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

Section 1. That the construction of the Project is hereby accepted as completed, with a final contract price of \$585,841.40.

Section 2. Pay Application #7 was approved and paid December 20, 2022.

Section 3. The retainage or Final Pay Application #8 in the amount of \$29,292.07 for the completion of the Project will be paid 30 days after the date of this Resolution if no claims are filed against the retainage without further action from this Council.

PASSED AND APPROVED this 20<sup>th</sup> day of December, 2022.

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

ATTEST:

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



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

December 15, 2022

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

Re: NLW Subdivision – Plat 2  
G&A 7021157

Honorable Mayor and Council:

I hereby state that the work of the NLW Subdivision – Plat 2 – Water, Storm, Sewer, Paving & Grading Improvements – Washington, Iowa – 2021, under contract bearing the date of January 18, 2022 by and between City of Washington, Iowa (Owner) and DeLong Construction, Inc. (Contractor) has been completed and substantially complies with the terms, conditions and stipulations of the plans and specifications for said improvements.

Respectfully submitted this 15<sup>th</sup> day of December, 2022.

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

Jack Pope, P.E.

cc: DeLong Construction, Inc.

JP/fs





ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

### Contractor's Application for Payment No. 8 Final

To <b>City of Washington</b>	Application Period: November 8, 2022 - December 10, 2022	Application Date: 12/15/2022
Owner: <b>City of Washington</b>	From (Contractor): <b>Dalong Construction</b>	Via (Engineer): <b>Garden &amp; Associates, Ltd</b>
Project: <b>NIW Subdivision - Plat 2</b>	Contract: <b>NIW Plat 2</b>	Engineer's Project No.: <b>7021157</b>
Owner's Contract No.:	Contractor's Project No.:	

### Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$12,336.90	\$23,570.00
2	\$12,336.90	
<b>TOTALS</b>	<b>\$12,336.90</b>	<b>\$23,570.00</b>
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>-\$11,233.10</b>	

### Contractor's Certification

The undersigned Contractor certifies, to the best of his 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 held 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 receivable to Owner indemnifying Owner against any such liens, security interests, 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: *Paul D. Guglietta* Date: 12-15-22

Contract Working Day Summary:

Original Contract Time: \_\_\_\_\_

Added by Change Order: \_\_\_\_\_

Contract Time To Date: \_\_\_\_\_

Working Days Used to Date: \_\_\_\_\_

Working Days Remaining: \_\_\_\_\_

1. ORIGINAL CONTRACT PRICE: \$ 597,074.50
2. Net change by Change Order: \$ -11,233.10
3. Current Contract Price (Line 1 & 2): \$ 585,841.40
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates): \$ 585,841.40
5. RETAINAGE:
  - a. 5% X Work Completed: \$
  - b. 5% X Stored Material: \$
  - c. Total Retainage (Line 5a + Line 5b): \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c): \$ 585,841.40
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application): \$ 556,549.33
8. AMOUNT DUE THIS APPLICATION: \$ 29,292.07
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above): \$

Payment of: \$ 29,292.07 (Line 8 or other - attach explanation of this other amount)

Is recommended by: *Paul D. Guglietta* (Engineer) Date: 12-15-2022

Payment of: \$ 29,292.07 (Line 8 or other - attach explanation of this other amount)

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



# 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

December 15, 2022

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

Re: Country Club View Subdivision – Plat 1  
Washington, Iowa  
G&A 7021200

Dear Deanna,

Enclosed herewith are three copies of Pay Application No. 4 submitted by DeLong Construction for the referenced project. The total pay application is in the amount of \$108,892.80. The amount is broken down as shown on the second page of the application. \$108,892.80 is for Division 1 (\$33,756.77 is MSJ portion and \$75,136.03 is City portion). The application is for work completed this period which includes storm sewer and structures.

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

Contact me with any questions.

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

Jack Pope, P.E.

Enc: Application for Payment No. 4 (3 copies)

cc: Jeff Hazelett

JP/fs



**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

Contractor's Application for Payment No. <b>4</b>		Application Period: <b>November 4, 2022 - December 10, 2022</b>	Application Date: <b>12/14/2022</b>
To (Owner): <b>City of Washington</b>	From (Contractor): <b>DeLang Construction</b>	Via (Engineer): <b>Garden &amp; Associates, Ltd.</b>	
Project: <b>Country Club View Subdivision</b>	Contract: <b>Country Club View Subdivision</b>	Div. 1 and Div. 2	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: <b>7021200</b>	

Contract Working Day Summary:

Original Contract Time: \_\_\_\_\_

Added by Change Order: \_\_\_\_\_

Contract Time To Date: \_\_\_\_\_

Working Days Used to Date: \_\_\_\_\_

Working Days Remaining: \_\_\_\_\_

Approved Change Orders Number	Additions	Deductions
<b>TOTALS</b>		
<b>NET CHANGE BY 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.

Contract Working Day Summary:		Original Contract Time: _____
Added by Change Order: _____		Contract Time To Date: _____
Working Days Used to Date: _____		Working Days Remaining: _____
Contractor Signature:	Date: <b>12-14-22</b>	Payment of: \$ <b>108,992.80</b> (Line 8 or other - attach explanation of the other amount)
By: <i>[Signature]</i>		Is recommended by: <i>[Signature]</i> (Engineer) Date: <b>12-15-2022</b>
		Payment of: \$ <b>108,992.80</b> (Line 8 or other - attach explanation of the other amount)
		Is approved by: _____ (Owner) _____ (Date)

Contract	Qty	Unit Price	Ext	Qty Complete		Total Qty	
				Prior Period	Ext	This Period	Ext
101 CLEARING & GRUBBING	1	LS	\$ 5,800.00	0.25	\$ 1,450.00	0.25	\$ 1,450.00
102 EXCAVATION, CLASS 10	7625	CY	\$ 6.00	3339	\$ 20,034.00	4310	\$ 25,860.00
103 SUBGRADE PREP, 12" THICK	7620	SY	\$ 1.25	0	\$ -	5520	\$ 6,900.00
104 SUBBASE, MODIFIED	6835	SY	\$ 8.00	0	\$ -	5000	\$ 40,000.00
105 COMPACTION TESTING	1	LS	\$ 5,000.00	0	\$ -	1	\$ 5,000.00
106 SUBBASE, CLASS A	345	SY	\$ 8.00	0	\$ -	0	\$ -
107 TRENCH FOUNDATION	50	TON	\$ 25.00	0	\$ -	0	\$ -
108 TRENCH COMPACTION TESTING	1	LS	\$ 5,000.00	0	\$ -	1	\$ 5,000.00
109 SANITARY SEWER GRAVITY MAIN, PVC, 8"	2330	LF	\$ 40.00	2330	\$ 93,200.00	1	\$ 5,000.00
111 SANITARY SEWER FORCE MAIN, PVC, 2"	65	LF	\$ 30.00	40	\$ 1,200.00	2330	\$ 93,200.00
112 SANITARY SEWER SERVICE TUB, PVC, 4"	1455	LF	\$ 47.00	1455	\$ 68,385.00	40	\$ 1,200.00
113 STORM SEWER, RCP, 12"	28	LF	\$ 60.00	0	\$ -	1455	\$ 68,385.00
114 STORM SEWER, RCP, 15"	22	LF	\$ 65.00	0	\$ -	0	\$ -
115 STORM SEWER, RCP OR CS90 PVC, 12"	42	LF	\$ 60.00	0	\$ -	0	\$ -
116 STORM SEWER, 15"	765	LF	\$ 43.00	385	\$ 16,555.00	0	\$ -
117 STORM SEWER, 24"	731	LF	\$ 69.00	731	\$ 50,439.00	731	\$ 31,519.00
118 STORM SEWER, 30"	140	LF	\$ 90.00	140	\$ 12,600.00	140	\$ 12,600.00
119 PIPE APRON, ALL TYPES, 15"	3	EA	\$ 500.00	0	\$ -	0	\$ -
120 PIPE APRON, ALL TYPES, 30"	1	EA	\$ 1,050.00	1	\$ 1,050.00	1	\$ 1,050.00
121 PIPE APRON GUARD (30" APRON)	1	EA	\$ 1,150.00	1	\$ 1,150.00	1	\$ 1,150.00
122 SUBDRAIN, LONGITUDINAL, 4"	3410	LF	\$ 5.75	0	\$ -	2592	\$ 14,904.00
123 FOOTING DRAIN COLLECTOR, PVC OR HDPE, 8"	1030	LF	\$ 18.00	0	\$ -	0	\$ -
124 FOOTING DRAIN CLEANOUT, 8"	5	EA	\$ 1,000.00	0	\$ -	0	\$ -
125 SUBDRAIN OUTLETS & CONNECTIONS, 4" OR 6"	12	EA	\$ 250.00	0	\$ -	10	\$ 2,500.00
126 FOOTING DRAIN OUTLETS & CONNECTIONS, 8"	4	EA	\$ 500.00	0	\$ -	0	\$ -
127 STORM SEWER SERVICE STUDS, PVC, 4"	645	LF	\$ 30.00	0	\$ -	0	\$ -
128 WATER MAIN, CS90, 4"	90	LF	\$ 30.00	0	\$ -	0	\$ -
129 WATER MAIN, CS90, 8"	2060	LF	\$ 38.00	0	\$ -	0	\$ -
130 WATER SERVICE PIPE, TYPE K COPPER, 1"	1625	LF	\$ 20.00	0	\$ -	0	\$ -
131 WATER SERVICE CORR, 1"	40	EA	\$ 325.00	0	\$ -	0	\$ -
132 WATER SERVICE CURB STOP & BOX, 1"	40	EA	\$ 325.00	0	\$ -	0	\$ -
133 GATE VALVE, 8"	8	EA	\$ 1,750.00	0	\$ -	1	\$ 1,750.00
134 FIRE HYDRANT ASSEMBLY	5	EA	\$ 5,855.00	0	\$ -	0	\$ -
135 WATER MAIN CONNECTION NO. 1	1	LS	\$ 2,000.00	0	\$ -	0	\$ -
136 WATER MAIN CONNECTION NO. 2	1	LS	\$ 1,500.00	0	\$ -	1	\$ 2,000.00
137 WATER METER PIT	1	LS	\$ 1,000.00	0	\$ -	0	\$ -
138 MANHOLE, SW-301, 48" DIA.	9	EA	\$ 5,200.00	9	\$ 46,800.00	9	\$ 46,800.00
139 MANHOLE, SW-401, 48" DIA.	1	EA	\$ 4,150.00	1	\$ 4,150.00	1	\$ 4,150.00
140 MANHOLE, SW-401, 60" DIA.	1	EA	\$ 7,300.00	1	\$ 7,300.00	1	\$ 7,300.00
141 INTAKE, SW-501	4	EA	\$ 5,030.00	2	\$ 10,060.00	1	\$ 5,030.00
142 INTAKE, SW-502, 48" DIA.	4	EA	\$ 5,375.00	2	\$ 10,750.00	2	\$ 10,750.00
143 INTAKE, SW-503	3	EA	\$ 9,650.00	3	\$ 28,950.00	4	\$ 10,060.00
144 INTERNAL DROP CONNECTION	1	EA	\$ 850.00	1	\$ 850.00	3	\$ 28,950.00
145 INTAKE, SW-512, CASE 1, 18" RISER OR PVC AREA DRAI	1	EA	\$ 2,950.00	0	\$ -	1	\$ 2,950.00
146 PAVEMENT, RCC, 7" THICK	6345	SY	\$ 47.45	0	\$ -	0	\$ -
147 PCC PAVEMENT SAMPLES & TESTING	1	LS	\$ 2,000.00	0	\$ -	0	\$ -
148 DRIVEWAY, GRANULAR, CLASS A	75	TON	\$ 25.00	0	\$ -	0	\$ -
149 DRIVEWAY, GRANULAR, MACADAM STONE BASE	75	TON	\$ 25.00	0	\$ -	0	\$ -
150 PAVEMENT REMOVAL	200	SY	\$ 6.50	0	\$ -	0	\$ -
151 TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,350.00	0.5	\$ 1,175.00	0.5	\$ 1,175.00

152	HYDRAULIC SEEDING, FERTILIZING, & MULCHING	1	LS	\$ 10,500.00	\$ 10,500.00	0	\$ 1,000.00	\$ -	\$ 0	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
153	SWPPP PREPARATION	1	LS	\$ 1,000.00	\$ 1,000.00	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
154	SWPPP MANAGEMENT	1	LS	\$ 1,500.00	\$ 1,500.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
155	RIP RAP, CLASS D	40	TON	\$ 50.00	\$ 2,000.00	8.72	\$ 436.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 436.00
156	SILT FENCE	1200	LF	\$ 2.00	\$ 2,400.00	1457	\$ 2,914.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,914.00
157	SILT FENCE, REMOVE SEDIMENT	1200	LF	\$ 1.00	\$ 1,200.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
158	SILT FENCE, REMOVE DEVICE	1200	LF	\$ 1.00	\$ 1,200.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
159	MOBILIZATION	1	LS	\$ 37,000.00	\$ 37,000.00	1	\$ 37,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,000.00
201	TRENCH FOUNDATION	20	TON	\$ 25.00	\$ 500.00	25.32	\$ 633.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 633.00
202	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	16	LF	\$ 350.00	\$ 5,600.00	16	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00
203	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 8"	510	LF	\$ 498.00	\$ 253,980.00	510	\$ 253,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 253,980.00
204	MANHOLE, SW-301, 48" DIA.	2	EA	\$ 13,850.00	\$ 27,700.00	2	\$ 27,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,700.00
205	CONNECTION TO EXISTING MANHOLE	1	EA	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
206	HYDRAULIC SEEDING, FERTILIZING, & MULCHING	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00
207	MOBILIZATION	1	LS	\$ 28,500.00	\$ 28,500.00	1	\$ 28,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,500.00

\$ 1,488,986.75	Prior Est	\$ 748,331.00	Division 1	\$ 114,624.00	Division 2	\$ 862,955.00
	Value of Completed Work:	\$ 748,331.00	This Pay Est.	\$ 527,042.00	This Pay Est.	\$ 335,913.00
	Value of Materials in Storage:	\$ -		\$ -		\$ -
	Total:	\$ 748,331.00	Total	\$ 527,042.00	Total	\$ 335,913.00

Division 1	MSJ Portion	\$ 163,383.02	To Date	\$ 49,824.13	Application	\$ 113,558.89
	City Portion	\$ 363,658.98	Previous	\$ 110,898.87	This	\$ 252,760.11

	Amount to Contractor	Total	MSJ Div 1	City Div 1	Division 2
	5% Retainage	\$ 8,169.15	\$ 363,658.98	\$ 335,913.00	\$ 335,913.00
	Less Previous Payments	\$ 121,457.10	\$ 160,723.00	\$ 18,182.95	\$ 16,795.65
	Amount Due This App	\$ 33,756.77	\$ 75,136.03	\$ -	\$ 319,117.35
		\$ 108,992.80			

Not to Exceed \$800,000

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



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

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December 7, 2022

To: Mayor & City Council

Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker  
City Administrator

Re: Speed Limit Changes on State Highway 92

In late 2020, Brent had requested a Speed Study along IA 92 from the Airport Road to Palm Avenue due to new development and the new sidewalks. The DOT conducted a Speed Study along this area and the attached ordinance reflects the changes that they are recommending.

The Speed Study results was just recently received so now we need to amend the City Code to reflect the recommendations from the DOT. Simply put, motorists leaving Washington on State Highway 92, the speed limit will decrease to 45 MPH 340' from Airport Road. For motorists coming into Washington, the speed limit will decrease to 45 MPH 1020' from Wiley Ave. These changes will create a safer driving atmosphere due to the development that is occurring in the area.

Since this is recommended from the DOT, I would recommend to City Council to also make these changes to our City Code. They will update and relocate the signage reflecting these changes.

Thank you for your consideration.]

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 63.04 "SPEED ZONES"**

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

SECTION 1. **Add Phrase.** A new Section 63.04 (7D), "Special 45 MPH Speed Zones", is added as follows:

"On State Highway 92 beginning 1020' from Wiley Avenue going west."

SECTION 2. **Add Phrase.** A new Section 63.04 (7E), "Special 45 MPH Speed Zones", is added as follows:

"On State Highway 92 beginning 340' from Airport Road going East."

SECTION 4. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. **Effective Date.** This Ordinance shall be in effect after its final passage approval and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

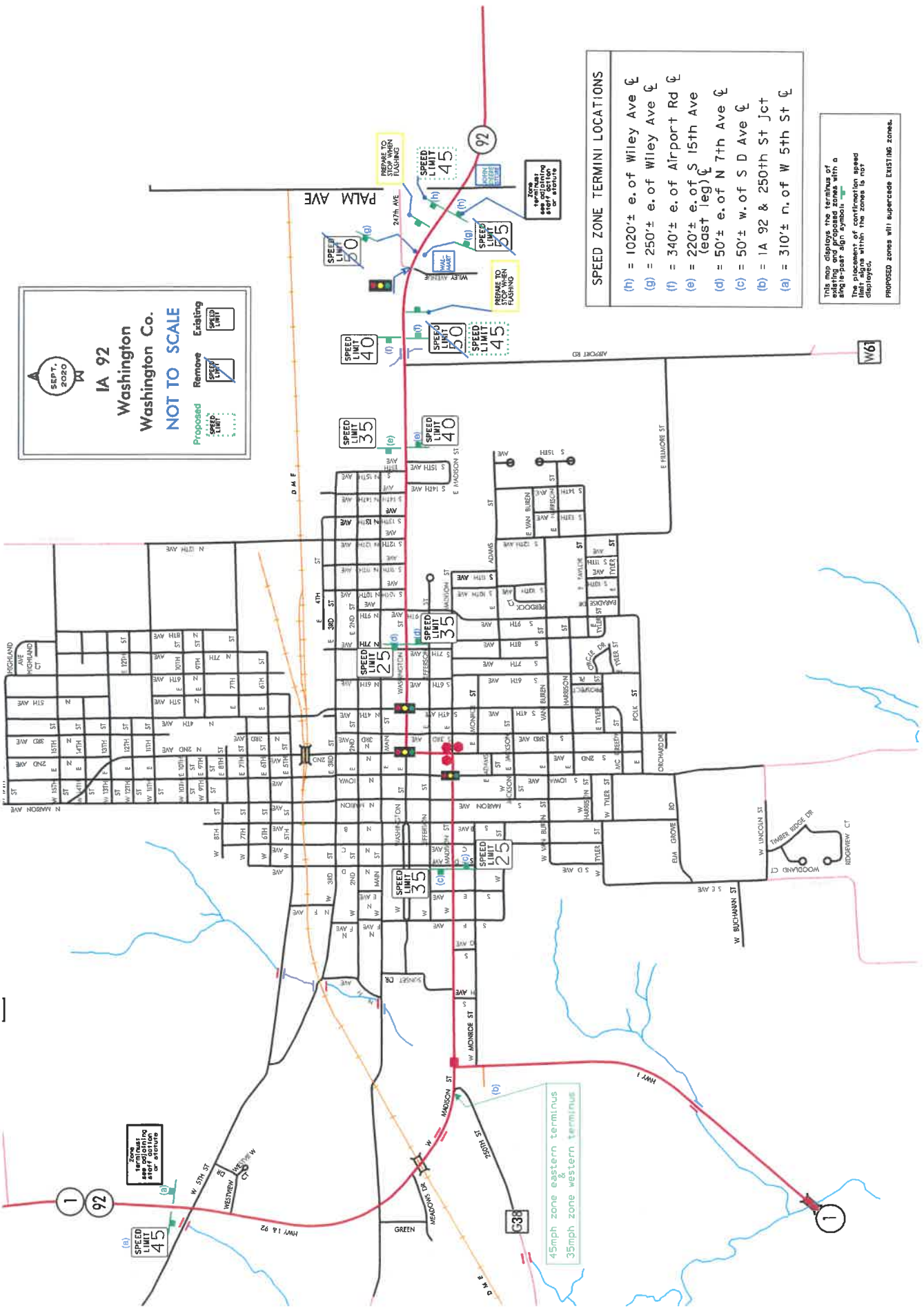
\_\_\_\_\_  
Jaron Rosien, Mayor

ATTEST:

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




  
**IA 92**  
 Washington Co.  
**NOT TO SCALE**  
 Proposed Speed Limit: 
  
 Existing Speed Limit: 
  
 Remove Speed Limit: 



- SPEED ZONE TERMINI LOCATIONS**
- (h) = 1020'± e. of Wiley Ave ☐
  - (g) = 250'± e. of Wiley Ave ☐
  - (f) = 340'± e. of Airport Rd ☐
  - (e) = 220'± e. of S 15th Ave (east leg) ☐
  - (d) = 50'± e. of N 7th Ave ☐
  - (c) = 50'± w. of S D Ave ☐
  - (b) = IA 92 & 250th St Jct ☐
  - (a) = 310'± n. of W 5th St ☐

This map displays the terminus of existing and proposed zones with a color key. The proposed speed limit signs are shown in blue. The placement of termination speed limit signs within the zones is not displayed.  
 PROPOSED zones will supersede EXISTING zones.

45mph zone eastern terminus  
 35mph zone western terminus

Zone terminus see adjoining street or station

Zone terminus see adjoining street or station

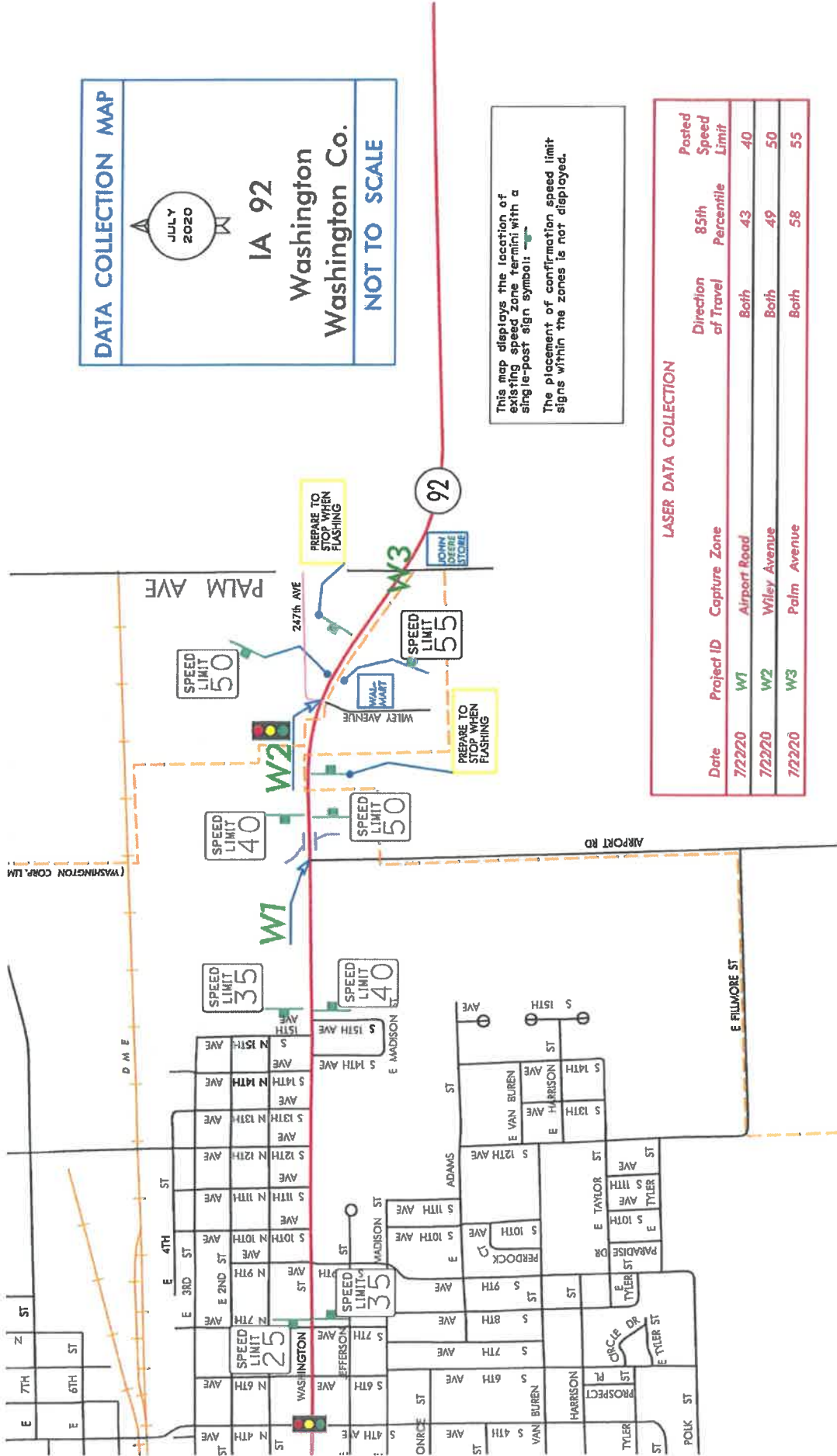


**DATA COLLECTION MAP**

JULY 2020

IA 92  
Washington  
Washington Co.

NOT TO SCALE



**LASER DATA COLLECTION**

Date	Project ID	Capture Zone	Direction of Travel	85th Percentile	Posted Speed Limit
7/22/20	W1	Airport Road	Both	43	40
7/22/20	W2	Wiley Avenue	Both	49	50
7/22/20	W3	Palm Avenue	Both	58	55

This map displays the location of existing speed limit zones termini with a single le-post sign symbol. The placement of confirmation speed limit signs within the zones is not displayed.

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



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

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December 13, 2022

To: Mayor & City Council  
Cc: Sally Hart, City Clerk & Kelsey Brown, Finance Director

From: Deanna McCusker  
City Administrator

Re: Reimbursement of DIG Grant to Greiner Buildings, Inc.

Greiner Buildings, Inc. applied for a Downtown Investment Grant and City Council approved it on April 2, 2019 by Resolution No. 2019-048 for \$32,000. The deadline to request reimbursement was June 30, 2022. Unfortunately, due to circumstances, no request was made. Greiner Buildings, Inc. did satisfy the requirements of the DIG grant agreement by expensing at least \$96,000 by the June 30, 2022 deadline.

Main Street at their monthly board meeting on December 12<sup>th</sup> approved reimbursing Grainer Building, Inc. the \$32,000 even though the deadline has expired. Based on that approval and the information received satisfying the grant requirements, I would recommend that City Council approve the reimbursement of \$32,000 to Greiner Buildings, Inc.

Thank you for your consideration.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN EXTENSION FOR THE DOWNTOWN INVESTMENT GRANT WITH GREINER BUILDINGS, INC**

WHEREAS, the City Council approved a Downtown Investment Grant in the amount of \$32,000 to Greiner Buildings, Inc with Resolution No. 2019-048 on April 2, 2019; and,

WHEREAS, the reimbursement period for the grant expired in June, 2022, and an extension was not requested for funds to be reimbursed; and,

WHEREAS, Greiner Buildings, Inc. is requesting an extension until June 30, 2023 to request reimbursement of the \$32,000.

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

Section I. The City Council hereby approves the extension of the Downtown Investment Grant reimbursement period to June 30, 2023.

Section II. That Greiner Buildings, Inc. must rebuild at 120 East Main to request reimbursement of the \$32,000.

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

PASSED AND APPROVED this 6<sup>th</sup> day of December, 2022.

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

ATTEST:

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING PAYMENT TO GREINER BUILDINGS, INC. FOR THE DOWNTOWN INVESTMENT GRANT**

WHEREAS, the City Council approved a Downtown Investment Grant in the amount of \$32,000 to Greiner Buildings, Inc with Resolution No. 2019-048 on April 2, 2019; and,

WHEREAS, the reimbursement period for the grant expired in June, 2022, and an extension was not requested for funds, nor was reimbursement requested; and,

WHEREAS, Greiner Buildings, Inc. Downtown Investment Grant agreement stated that prior to seeking reimbursement, \$96,000 needed to be expensed; and,

WHEREAS, Greiner Buildings, Inc. has provided copies of paid invoices that total \$168,342.26 for the Greiner Plaza project; and,

WHEREAS, Greiner Buildings, Inc. has satisfied the requirements of the Downtown Investment Grant.

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

Section I. The City Council hereby approves the reimbursement of the \$32,000 for the Downtown Investment Grant.

Section II. That City Council acknowledges that the grant would have been reimbursed prior to the June 30, 2022 deadline.

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

PASSED AND APPROVED this 20<sup>th</sup> day of December, 2022.

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

ATTEST:

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