AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD AT THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, December 5, 2023

To attend the meeting via Zoom go to:
https://us02web.zoom.us/j/5077385758?pwd=aG9oTys4TDMydW1UeVFKTU1OekNUZz09
Meeting ID: 507 738 5758
Passcode: 539036

Call to Order

Pledge of Allegiance

Roll call
Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, December 5, 2023 to be approved as proposed or amended.

Consent:

1. Council Minutes November 21, 2023
2. Veenstra & Kimm Inc., Engineering Services for Wellness Park Improvements Phase II Master Plan, $9,600.00
3. Veenstra & Kimm Inc., Engineering Services for Wellness Park Concession Stand, $14,328.205
4. Ahlers Cooney Attorneys, Professional Services for Washington Hotel Group, LLC, $152.00
5. Garden & Associates, Ltd., Professional Services for Reconstruction of Adams Street, $1,267.50
6. Reed Construction, Application No. 3 for Washington Public Library Makerspace , $82,063.53
7. Iowa Municipalities Workers' Compensation Association for 2022-2023 Audit Premium Adjustment, $5,551.00
8. Iowa Municipalities Workers' Compensation Association for Installment 6 – Work Comp. Premium 2023-2024, $8,393.00
9. DCJ Concrete & General Construction for Sidewalk Project 217, 222, 223, 319, 331, Railroad, 521, 602, 615, 707 & 711 N 4th Ave., $4,073.00
10. Department Reports

SPECIAL EVENT REQUESTS

- Emme Keith, WCHC's Kidzfest for Friday, May 17, 2024.

SPECIAL PRESENTATION

- Nuisance Report
- **Mayoral Appointments**
  - **Hotel/Motel Tax Committee – 3 year term to June of 2026**
- Atwood Energy Services, Municipals Utilizing Solar Energy at City Facilities.

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS & FINANCIALS

- Claims for December 5, 2023
- October 2023 Financials

NEW BUSINESS

1. Discussion and Considerations for changes to cemetery fees and services.
2. Discussion and Consideration of Resolution Approving A Memorandum of Understanding Between the Iowa Department of Natural Resources – Division of Conservation and Recreation – Forestry- Fire Program and The Washington Fire Department.
3. Discussion and Consideration of Resolution for a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer.
4. Discussion and Consideration of Resolution Approving Emergency Community Catalyst & Remediation Grant Agreement for 217 W. Main Street.
5. Discussion and Consideration of Change Order No. 3 to Cornerstone Excavating, Inc. for 2022 Washington Water Main Improvements (increase $11,314.19).
6. Discussion and Consideration of Pay Application to Cornerstone Excavating Inc. for 2022 Washington Water Main Improvements Application No. 6, (amount due this application $469,496.19).
7. Discussion and Consideration of First Reading of an Ordinance Amending the Code of Ordinances of the City of Washington, Iowa, Incorporating a New Chapter Regarding Cross Connection Controls.
8. Discussion and Consideration of Resolution Setting the Public Hearing for Fiscal Year 24 Budget Amendment #1 for December 19, 2023.
9. Discussion and Consideration of a Resolution Naming City Personnel Authorized to Access Financial Accounts and Conduct Banking Activities on Behalf of the City of Washington, Iowa.
10. Discussion and Consideration of Resolution Authorizing Levy, Assessment, and Collection of Cost to The Washington County Treasurer.
11. Discussion and Consideration of Resolution Accepting the Adams Street Reconstruction Project as Completed (in the amount of $1,463,694.75).
12. Discussion and Consideration of Payment No. 8-Final for Adams Street Reconstruction to Cornerstone Excavating Inc. (final due $74,816.61).

OLD BUSINESS

1. Discussion and Consideration of a Resolution Approving and Authorizing Execution of a Development Agreement by and between the City of Washington and Washington Hotel Group, LLC **(tabled)**

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor Pro Tem
Illa Earnest
Bethany Glinsmann
Elaine Moore
Ivan Rangel
Fran Stigers

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 11-21-2023

At 6:00 p.m. the Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street with Mayor Pro Tem in the chair.

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

Motion by Glinsmann, second by Earnest, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, November 21, 2023, be approved with item #18 moved to item #3. Motion carried.

Consent:

1. Council minutes November 7, 2023
2. Hali-Brite, Inc., Airport, LED Airport Beacon High Intensity, $14,517.41
3. Iowa Finance Authority, SRF Loan, Water Plant, Interest, $1,880.00
4. Iowa Finance Authority, SRF Loan, Water Plant, Interest, $34,410.00
5. Iowa Finance Authority, SRF Loan, Wastewater Treatment Plant, Interest, $91,813.75
6. Iowa Finance Authority, SRF Loan, Westside Interceptor Project, Interest, $18,550.00
7. Bolton & Menk, Airport, Refurbish & Link 2 Existing 10K Gallon Tanks, $485.00
8. Bolton & Menk, Airport Solar Project, Install Solar Panels, $116.00
9. Fox Strand, Bazooka Farmstar, Consultation, $164.98
10. Fox Strand, Water Main Improvement Project, $5,536.00
11. Dodici, Inc., 120-122 S. Iowa Ave, Class C Retail Alcohol License
12. Department Reports

Motion by Stigers, second by Moore, to approve consent items 1-12. Motion carried.

Motion by Earnest, second by Moore to approve Mama Llamas Barn, Carriage Rides after Lighted Parade November 25, 2023. Motion carried.

Motion by Glinsmann, second by Moore to approve JT's Sips, Holiday Shopping Event at Purposefully You and Downtown November 25, 2023. Motion carried.

Motion by Moore, second by Rangel to approve JT's Sips, Shop Hop at Purposefully You, December 1st and 2nd. Motion carried.

Mary Audia, WEDG Director presented an Advisory Plaque and thanked the Washington City Council for their sponsorship to WEDG.

Presentation from the Public: Samantha Meyer, Main Street Director expressed gratitude for the hotel and developers. Mary Audia, WEDG Director discussed all the benefits for a hotel in Washington and how the proposed TIF incentive is normal practice. Amy Schulte, YMCA Director is in favor of the hotel. They can have bigger events at the Wellness Park with a hotel in Washington. Caleb Miller, a lifelong resident supports the hotel. TIF is a good tool to use and the city has used TIF rebates before.

The claims were presented by Finance Director, Kelsey Brown. Motion by Moore, second by Rangel to approve claims for November 21, 2023. Motion carried.

Mayor Pro Tem Youngquist opened the public hearing for the annexation of 2471 Hwy 92. There were no comments from the public. Motion by Moore, second by Stigers to go out of public hearing at 6:235 p.m. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers and Youngquist. Nays: None. Motion carried.

Motion by Earnest, second by Stigers to approve a Resolution Approving Voluntary Annexation of Certain Properties. Roll Call: Ayes: Glinsmann, Moore, Rangel, Stigers, Youngquist and Earnest. Nays: None. Motion carried. **(Resolution 2023-101)**

Discission was held on the proposed hotel project and the possible city economic development incentives. Dave Waite and Andy Drahota were present. They provided council with a handout which included floor plans and other information. The hotel will be a Cobblestone Hotel and will have 54 rooms, small meeting room, pool, and small bar. They have the investors that are needed for the project. The hotel will be managed by Cobblestone. It will provide 15 FTE. There were 3 components of the hotel project: investors, bank financing and community investment. The project will be using all local contractors and vendors except for the elevator. Lots of good questions were asked by the City Council and people in the audience. Some additional questions may need to be answered prior to the Council making a decision.

Motion by Glinsmann, second by Earnest to approve Change Order No. 1 with Reed Construction for the Library Makerspace Project which resulted in an increase of $1,360.70 to the project. Motion carried.

Motion by Glinsmann, second by Earnest to approve Change Order No. 2 with Reed Construction for the Library Makerspace Project which resulted in an increase of $1,784.97 to the project. Motion carried.

Motion by Stigers, second by Rangel to approve the low bid for the 2023 Tree Maintenance project to Top Saw Tree Service for $9,000.

Bids Received:

- J&M Family Tree Service $16,050.00
- Brown's Tree Service $14,350.00
- Iowa River Service $14,202.50
- Kalonial Tree $14,000.00
- Top Saw Tree Service $9,000.00

Motion by Moore, second by Stigers to approve a Resolution Confirming the Appointment of Amanda Waugh as City Clerk. Roll Call: Ayes: Moore, Rangel, Stigers, Youngquist, Earnest and Glinsmann. Nays: None. Motion carried. **(Resolution 2023-102)**

Motion by Earnest, second by Rangel to approve a Resolution Endorsing a Downtown Investment Grant Agreement with Isabella & Ed Santoro for 217 W. Main Street. Roll Call: Ayes: Rangel, Stigers, Youngquist, Earnest, Glinsmann, and Moore. Nays: None. Motion carried. **(Resolution 2023-103)**

Motion by Moore, second by Stigers to approve an Agreement with Impressions Custom Computers for 2024. Motion carried.

Motion by Moore, second by Glinsmann to approve a Housing Rehabilitation Program Forgivable Loan for 1027 E. 3rd Street. Motion carried.

Motion by Moore, second by Rangel to approve a Housing Rehabilitation Contract for 1027 E. 3rd Street. Motion carried.

Motion by Stigers, second by Glinsmann to approve a Construction Agreement for 1027 E. 3rd Street. Motion carried.

Motion by Moore, second by Glinsmann to approve an Anti-Kickback Statement for 1027 E. 3rd Street. Motion carried.

Motion by Earnest, second by Moore to approve a Resolution Certifying an Internal Debt and Related Promissory Note for Prairie Ridge. Roll Call: Ayes: Stigers, Youngquist, Earnest, Glinsmann, Moore, and Rangel. Nays: None. Motion carried. **(Resolution 2023-104)**

Motion by Stigers, second by Earnest to approve the FY23 State TIF report. Motion carried.

Motion by Stigers, second by Moore to approve a Resolution Obligating and Appropriating Urban Renewal Tax Revenue Funds for the Replacement of Eligible Debts for FY25. Roll Call: Ayes: Youngquist, Earnest, Glinsmann, Moore, Rangel, and Stigers. Nays: None. Motion carried. **(Resolution 2023-105)**

Motion by Earnest, second by Stigers to approve the FY23 City of Washington Annual Financial Report. Motion carried.

Motion by Stigers, second by Rangel to approve the Resolution Adopting the Official 2023 Fiscal Year Street Financial Report. Roll Call: Ayes: Earnest, Glinsmann, Moore, Rangel, Stigers, and Youngquist. Nays: None. Motion carried. **(Resolution 2023-106)**

Motion by Glinsmann, second by Moore to enter 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. Roll Call: Ayes: Glinsmann, Moore, Rangel, Stigers, Youngquist, and Earnest. Nays: None. Motion carried.

Department reports were presented.

Motion by Glinsmann, second by Stigers that the Regular Session held at 6:00p.m., Tuesday, November 21, 2023, is adjourned at 7:45 p.m. Motion passed unanimously.

Deanna McCusker, City Administrator

VEENSTRA & KIMM INC.

STATEMENT OF PROFESSIONAL SERVICES

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

November 17, 2023
Project No: 24657
Invoice No: 3

Project Manager Leland Belding III

Engineering services for Wellness Park Improvements Phase II Master Plan:

Professional Services from October 15, 2023 to November 11, 2023

Fee

Total Fee	48,000.00			
Percent Complete	75.00	Total Earned	36,000.00	
		Previous Fee Billing	26,400.00	
		Current Fee Billing	9,600.00	
		Total Fee		**9,600.00**
			Total this Invoice	**$9,600.00**

Billings to Date

	Current	Prior	Total
Fee	9,600.00	26,400.00	36,000.00
Totals	**9,600.00**	**26,400.00**	**36,000.00**

VEENSTRA & KIMM INC.

STATEMENT OF PROFESSIONAL SERVICES

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

November 17, 2023
Project No: 24658
Invoice No: 2

Project Manager Leland Belding III

Engineering services for Wellness Park Concession Stand:

Professional Services from October 15, 2023 to November 11, 2023

Consultants

Terracon	14,328.25	
Total Consultants	**14,328.25**	**14,328.25**
	Total this Invoice	**$14,328.25**

AHLERS COONEY
ATTORNEYS

AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
515-243-7611

FEDERAL ID 42-1323559

November 21, 2023

CITY OF WASHINGTON, IOWA
CITY CLERK
224 W. MAIN STREET
P.O. BOX 516
WASHINGTON, IA 52353

Invoice #:	855178
Client #:	11307
Matter #:	65
Billing Attorney:	JHS

INVOICE SUMMARY

PLEASE RETURN THIS PAGE WITH YOUR PAYMENT

RE: WASHINGTON HOTEL GROUP, LLC

For professional services rendered and costs advanced through November 15, 2023:

Professional Services	$ 152.00
Expenses	$ .00
CURRENT INVOICE DUE	**$ 152.00**

Check Remit To:
AHLERS & COONEY, P.C.
100 COURT AVENUE, SUITE 600
DES MOINES, IA 50309-2231
515-243-7611

Include Invoice # on Payment

Wire/ACH Transfer Remit To:
BANKERS TRUST
ABA: 073000642
A/C: 031291
accounting@ahlerslaw.com

Invoice #: 855178
WASHINGTON HOTEL GROUP, LLC

November 21, 2023

PROFESSIONAL SERVICES

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
10/18/23	MP	.10	SEND FOLLOW UP EMAIL TO CITY CLERK REGARDING STATUS OF PROJECT
10/19/23	JHS	.20	RESPOND TO EMAIL FROM CITY ADMINISTRATOR REGARDING TABLED AGREEMENT
10/19/23	MP	.10	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS
11/13/23	JHS	.30	REVIEW STATUS OF FILE; SEND FOLLOW UP EMAIL TO CITY ADMINISTRATOR

TOTAL FEES **$ 152.00**

TOTAL THIS INVOICE **$ 152.00**

GARDEN & ASSOCIATES, LTD.

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

INVOICE

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

November 20, 2023
Invoice No: 46395

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

Professional Services for the Period: October 20, 2023 to November 16, 2023

Professional Services

	Hours	Rate	Amount	
Principal Engineer	7.50	169.00	1,267.50	
Totals	7.50		1,267.50	
Total Professional Services				**1,267.50**
		Total Project Invoice Amount		**$1,267.50**

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

CONSTRUCTION MANAGER-ADVISOR EDITION

TO OWNER:	City of Washington 215 E. Washington Street Washington, Iowa 52353	VIA ARCHITECT:	FEH Design 604 East Grand Avenue Des Moines, Iowa 50309	APPLICATION NUMBER: 3 PERIOD TO: 11/30/23 PROJECT NOS.: 2023202	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐
CONTRACTOR:	Reed Construction LLC 2317 Grant Street Bettendorf, Iowa 52722	PROJECT:	Washington Public Library Makerspace	CONTRACT DATE: 09/05/23	
MAILING ADDRESS:	PO Box 473, DeWitt, Iowa 52742				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM		$400,360.00
2.	Net Change By Change Orders.....		$3,145.67
3.	CONTRACT SUM TO DATE	(Line 1 +2).....	$ 403,505.67
4.	TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)		$198,982.92
5.	RETAINAGE:		
	a. 5% % of Completed Work (Columns D & E on G703)	$9,949.15	
	b. 0% % of Stored Material (Column F on G703)	$0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$9,949.15
6.	TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)		$189,033.77
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$106,970.24
8.	CURRENT PAYMENT DUE		$82,063.53
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 214,471.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$3,145.67	$0.00
TOTALS	$3,145.67	$0.00
NET CHANGES by Change Order		$3,145.67

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Reed Construction LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the documents to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

By: _____ Date: 11/30/23

State of: Iowa County of: Clinton

Subscribed and sworn before me on this 30th day of November, 2023 by: Brandon Reed proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary: Gregory Casel My Commissioning Expires: 4/17/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 82,063.53

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

NOTARIAL SEAL IOWA
GREGORY J CASEL
Commission Number 772596
My Commission Expires
4/17/2024

ARCHITECT: By: T. Robert Bartlett Date: 11.30.2023

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: **11/30/23**
PERIOD TO: **11/30/23**
ARCHITECT'S PROJECT: **NO: 2023202**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	01-00 General Conditions	$91,340.00	$45,670.00	$18,268.00		$63,938.00	70%	$27,402.00	$3,196.90
2	02-4119 Selective Demo	$13,012.00	$13,012.00	$0.00		$13,012.00	100%	$0.00	$650.60
3	06-1053 Backing	$500.00	$500.00	$0.00		$500.00	100%	$0.00	$25.00
4	06-4116 Cabinet	$8,923.00	$0.00	$0.00		$0.00		$8,923.00	$0.00
5	06-4116 Labor	$2,779.00	$0.00	$0.00		$0.00		$2,779.00	$0.00
6	07-2100 Insulation Material	$1,500.00	$1,500.00	$0.00		$1,500.00	100%	$0.00	$75.00
7	07-2100 Insulation Labor	$1,500.00	$0.00	$1,500.00		$1,500.00	100%	$0.00	$75.00
8	08-1113-1416-7100 Door Material	$9,974.00	$2,493.50	$0.00		$2,493.50	25%	$7,480.50	$124.68
9	08-113-1416-7100 Door Labor	$6,875.00	$1,718.75	$0.00		$1,718.75	25%	$5,156.25	$85.94
10	08-4113-4413-8000 Glazing/ASF Material	$10,698.00	$0.00	$0.00		$0.00		$10,698.00	$0.00
11	08-4113-4413-8000 Labor	$10,698.00	$0.00	$0.00		$0.00		$10,698.00	$0.00
12	09-2216-2900 Framing/Drywall Material	$10,050.00	$10,050.00	$0.00		$10,050.00	100%	$0.00	$502.50
13	09-2216-2900 Framing/Drywall Labor	$23,610.00	$11,806.00	$11,804.00		$23,610.00	100%	$0.00	$1,180.50
14	09-6513-6519-6813 Flooring	$21,922.00	$0.00	$0.00		$0.00		$21,922.00	$0.00
15	09-5113/10-1124 Ceilings/ Sound Panels	$3,562.00	$0.00	$0.00		$0.00		$3,562.00	$0.00
16	09-5113/10-1124 Labor	$3,562.00	$0.00	$0.00		$0.00		$3,562.00	$0.00
17	09-9123 Paint	$9,974.00	$0.00	$0.00		$0.00		$9,974.00	$0.00
18	10-1400 Signage	$2,140.00	$0.00	$0.00		$0.00		$2,140.00	$0.00
19	11-5213 Green Screen	$800.00	$0.00	$0.00		$0.00		$800.00	$0.00
20	12-3661 Stone Tops	$1,500.00	$0.00	$0.00		$0.00		$1,500.00	$0.00
21	21-0517-0518-0553-1313 Fire Suppresion	$4,633.00	$0.00	$4,633.00		$4,633.00	100%	$0.00	$231.65
22	21-0517-0518-0553-1313 Fire Suppresion Labor	$4,632.00	$0.00	$4,632.00		$4,632.00	100%	$0.00	$231.60
23	22-0000 Plumbing Material	$4,100.00	$2,925.00	$0.00		$2,925.00	71%	$1,175.00	$146.25
24	22-0000 Plumbing Labor	$4,100.00	$2,925.00	$0.00		$2,925.00	71%	$1,175.00	$146.25
25	23-0000 HVAC Material	$14,985.00	$10,000.00	$0.00		$10,000.00	66%	$4,985.00	$500.00
26	23-0000 HVAC Labor	$14,985.00	$10,000.00	$0.00		$10,000.00	66%	$4,985.00	$500.00
27	26-0000/27-0000/28-0000 Electrical/Comm/SS	$59,003.00	$0.00	$34,585.00		$34,585.00	58%	$24,418.00	$1,729.25
28	26-0000/27-0000/28-0000 Labor	$59,003.00	$0.00	$7,815.00		$7,815.00	13%	$51,188.00	$390.75
29			$0.00	$0.00		$0.00		$0.00	$0.00
30			$0.00	$0.00		$0.00		$0.00	$0.00
31			$0.00	$0.00		$0.00		$0.00	$0.00
32			$0.00	$0.00		$0.00		$0.00	$0.00
33			$0.00	$0.00		$0.00		$0.00	$0.00
34			$0.00	$0.00		$0.00		$0.00	$0.00
35			$0.00	$0.00		$0.00		$0.00	$0.00
36			$0.00	$0.00		$0.00		$0.00	$0.00
37			$0.00	$0.00		$0.00		$0.00	$0.00
38			$0.00	$0.00		$0.00		$0.00	$0.00
SUB TOTALS:		**$400,360.00**	**$112,600.25**	**$83,237.00**	**$0.00**	**$195,837.25**	**49%**	**$204,522.75**	**$9,791.86**
	Change Orders								
	CO No. 001	$1,360.70	$0.00	$1,360.70		$1,360.70		$0.00	$68.04
	CO No. 002	$1,784.97	$0.00	$1,784.97		$1,784.97		$0.00	$89.25
			$0.00	$0.00		$0.00		$0.00	$0.00
CHANGE ORDER TOTALS:		**$3,145.67**	**$0.00**	**$3,145.67**	**$0.00**	**$3,145.67**	**100%**	**$0.00**	**$157.28**
	GRAND TOTALS	**$403,505.67**	**$112,600.25**	**$86,382.67**	**$0.00**	**$198,982.92**	**49%**	**$204,522.75**	**$9,949.15**

WAIVER OF MECHANIC'S LIEN

The undersigned, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as:

Washington Public Library Markerspace

For and in consideration of the sum of $58,722.11
(Fifty eight thousand seven hundred twenty two dollars and eleven cents)
and other valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens, and rights or claim of rights to file and establish a mechanic's lien against the above described premises, for material furnished or labor performed through the 25th day of November, 2023.

Reed Construction LLC, 2317 Grant St., Bettendorf, IA 52722 (Mailing: PO Box 473, DeWitt, IA 52742)
Company

X _____ 11/25/2023
Owner Date

Witnessed By:

_____
Signature of Witness

Susan Reed
Name (Print)

11/25/2023
Date

INVOICE

INV89421

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

DATE

11/20/2023

Mbr No: 0706
Member Name: Washington, City of

Washington, City of
215 E Washington

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
	WASHI001	AG0075				

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	AUDIT PREMIUM	2022-2023 Audit Premium Adjustment			5,551.00	$5,551.00

This invoice is due 30 days after the invoiced date.

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	$5,551.00
Bond Credit	$0.00
Misc	$0.00
Total	$5,551.00

Thank You

Deluxe For Business 1-800-225-6380

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

INVOICE

INV88701

DATE

12/1/2023

PAGE:
1

Mbr No: 0706
Member Name: Washington, City of

Washington, City of
215 E Washington

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
	WASHI001	AG0075				

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	INSTALL6	Installment 6 - Work Comp Prem 23-24			8,393.00	$8,393.00

This invoice is due by January 1, 2024.

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.

Thank You

Subtotal	$8,393.00
Bond Credit	$0.00
Misc	$0.00
Total	$8,393.00

Deluxe For Business 1-800-225-6380

DCJ Concrete & General Construction

320 West Van Buren
Washington, IA 52523
319-460-0408

PREPARED FOR:
City of Washington

Sidewalk Project
N 4th Ave

Prepared date: November 30th 2023
Invoice. 2

Address	SqFt Concrete 4"	SqFt Concrete 6"	
217 N 4th ave			
222 N 4th ave		68	
223 N 4th ave	144		
319 N 4th ave	96		
331 N 4th ave	36		
Railroad N 4th ave	117	84	
521 N 4th ave	66	48	
602 N 4th ave	80		
615 N 4th ave	16		
707 N 4th ave	32		
711 N 4th ave	64		
1025 N 4th ave	32		
1037 N 4th ave	128		
1115 N 4th ave	144		
1205 N 4th ave	128		
	0	24	

already submitted and paid on oct. 30th Invoice

400 @ $4.50 = $1800

24 @ $5.00 = $120

total = 1920.00

Total due:
$5,993.00
- 1920.00 - Double invoice
4,073

MAINTENANCE & CONSTRUCTION DEPT. REPORT 11-11-23/11-24-23

STREETS: Personnel continued with the leaf vac. The street sweeper was out. Personnel poured back a curb and gutter located at South Iowa Ave-Washington St. Street sweeper was out.

WATER DISTRIBUTION: Personnel located a water line for the new Mennonite building on Hwy 1 (Jack Hamiliton). Personnel repaired a water leak on a service corp located at 850 South Marion Ave, the lead line was replaced with 1 inch copper, new curb stop and new corp.

SEWER COLLECTION: Personnel investigated a sewer issue located at 611 North Ave D. Jetted, root sawed, flushed and televised for 1032 North 6th Ave.

STORM SEWER COLLECTION: Personnel N/A

MECHANIC/SHOP: Personnel serviced Jeff Duwa's vehicle (replaced alternator, fuse/delay and battery), Jim's (brakes), PD 306, PD 307, PD Undercover car and cleaned out desk for last day on November 16.

OTHER: Personnel concluded the yard waste pick up. Personnel responded to 38 One Call Locates. Took barricades and cones for the Christmas parade.

*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.

Elm Grove & Woodlawn Cemeteries

Funerals

Since 9/19/2023:

10 Full Size

3 Cremations

3 Saturday Funerals

8 Plots Sold

Building Maintenance

Middle Shed has power – security light is now operational. Working on insulating all overhead doors in storage building.

Yard Work

All spruce trees along S. E Ave. have been trimmed as well as all spruce trees on North border.

Most of the cemetery locate pins have been found and flagged for winter.

Old fence at Woodlawn has been removed and new fence installed.

Equipment Repair/Maintenance

Installing a headache rack in the back of the 74 Ford dump truck to protect the back glass.

Working on adjusting all mower controls and linkages.

Looking into tractor and 1H dump truck repair estimates.

JD Gator has broken down, needs suspension and steering repairs. Parts are ordered.

God Bless America

Zach Wibstad

Millie Youngquist, Mayor Pro Tem
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Amanda Waugh, City Clerk
Kevin Olson, City Attorney

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

City Administrator Report
December 5, 2023

Project Update:
Water Main Project: There are about 6 services left to connect to the new main between F Ave and Casey's. Then hopefully the weather holds and we can get the sidewalks in that area formed and poured. The 2nd phase will wait till spring to complete.

Country Club Subdivision: The retention pond has now been completed with the developers purchasing the land. New houses continue to be built.

5 garbage RFPs were received yesterday for the solid waste and recycling contract. We were going to review and possibly award at the December 5th meeting, but there is a lot to review, calculate and consider so we will delay until the December 19th meeting. I let all the companies know that we will be considering this at the December 19th meeting.

I did reach out to the property owner of the land for sale and they will be drafting paperwork for council to review.

Week of November 27th: council one on one, department head one on ones, took the TIF certification forms to the courthouse, submitted the TIF urban renewal report online, met with a property owner concerning a neighboring property, had discussions with Dave on the hotel, updated the hotel development agreement, worked with Amanda, the new city clerk, worked on some updated projections on revenue from the hotel, attended the Riverboat Foundation award banquet (the Fire Department is receiving $250,000 grant, Library foundation receiving $85,000 for furniture and fixtures for the Makerspace project and Washington Chamber received $14,508 for wayfinding signs that Hotel/Motel have been working on. Final tweak for the Great Places Wish List survey, sent our order to the Iowa Prison for the wayfinding signs, reached out to the company doing our new welcome signs. Answered phone calls and emails in regards to the solid waste/recycling RFP.

Week of December 4th meetings: Council one on one, webinar on asset management software, webinar concerning brownfield funding (assist with some of our problem areas), meeting concerning handicap parking issues in the downtown, and city manager lunch. City budget.

The week of December 4th will be updating the budget spreadsheet and working through re-estimated numbers. Will be developing a calendar for the budget process and reviewing the process with department heads at the December 5th department head meeting.

WWTP report
December 5th , 2023
Council meeting

- **After hour alarm and dog call outs –**
  11-30-23 Dog call to 1005 S 12th Ave. at 5:00 a.m. Andrew

- **Dept Head meetings** –November 28th December 5th,with a one on one December 1st

- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO,Fox eng., and City staff to resolve the issue. We did get four more hydrogen sulfide monitors for a total of seven. We have the monitors spread through the sewer system from IRE to the WWTP. We get readings from the monitors once a week, share and go over the information with everyone.

- **Maintenance-**We preformed maintenance on the wash press and replaced the brush on the auger. Also maintenance was performed on the stair screen and decanter #4.

- **Testing-**All daily and weekly testing continues.

Jason Whisler
12/01/2023 1:00 P.M.

SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 E. Washington
ATTN: City Administrator Deanna McCusker 319-653-6584
dmccusker@washingtoniowa.gov

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

1. **APPLICANT INFORMATION**

   Name/Event: WCHC's KidzFest

   Coordinator: Emme Keith

   Contact Number: 319-863-3921

   Email Address: ekeith@wchc.org

2. **EVENT INFORMATION**

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

   Days/Dates of Event: Friday, May 17th 2024

   Time(s) of Event: (Include Set Up/Tear Down Time) May 16th at 8pm - May 17th at 9pm

   Event Location: Central Park

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

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

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

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

   Description: Thursday, May 16th - Close parking spaces curbside of Central park. Friday, May 17th - Close inner most traffic lane and inner row of center parking around Central park.

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

   Postcards to buisnesses and residents in mailboxes.

Other Requests

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

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

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

_____Fireworks (specify location :)

_____Use of gators/UTV/ATV on City streets

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

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

_____Other (please specify :)

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

X Street barricades

_____Emergency "No Parking" Signs

X Traffic cones

X Picnic Tables

_____Yield signs for crosswalks

X Garbage/Recycling Barrels

_____ Street Sweeping following (parades)

_____Other (please specify :)

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

X Amplified Sound/Speaker System

_____Public Address System

_____Recorded/Live Music

_____If so: BMI/ASCAP License obtained?

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

Will additional restrooms be brought to the site? X Yes _____No If yes, how many? 2
(General guideline of 1 restroom/100 people)

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

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

7. **INSURANCE**

For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be $2,000,000 general aggregate, $1,000,000 personal injury and $1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be $500,000. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be $500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

X Certificate of Insurance provided and accepted _____Certificate of Insurance not required

8. **AGREEMENT**

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

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

Emmi Kane — Applicant/Sponsor Signature

11/29/23 — Date

DEPARTMENT APPROVALS

Indicate Date Contacted	**The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.**			
11/29/23	City Administrator Deanna McCusker (Liquor Licenses)		319-653-6584	dmccusker@washingtoniowa.gov
	Comments/Restrictions:			
11/29/23	Police Chief	Jim Lester	319-458-0264	jlester@washingtoniowa.gov
	Comments/Restrictions:			
11/29/23	Fire Chief	Brendan DeLong	319-653-6584 x181	bdelong@washingtoniowa.gov
	Comments/Restrictions:			
11/29/23	Streets	JJ Bell	319-653-1538	jjbell@washingtoniowa.gov
	Comments/Restrictions:			
11/29/23	Parks	Nick Pacha	319-321-4886	npacha@washingtoniowa.gov
	Comments/Restrictions:			
11/29/23	County Environmental Health (if serving food):	Jason Taylor	319-461-2876	jtaylor@co.washington.ia.us
	Comments/Restrictions:			

CITY COUNCIL APPROVAL

City Clerk or Administrator Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelly Krahl
AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	PHONE (A/C, No, Ext): 515-453-9318 FAX (A/C, No): 515-453-9318 E-MAIL ADDRESS: kelly.krahl@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : COPIC Insurance Company	11860
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER: 292789140** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HCI0000182	5/30/2023	5/30/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UCI0000183	5/30/2023	5/30/2024	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A A	Medical Professional Liability Excess Professional Liability			HCI0000182 UCI0000183	5/30/2023 5/30/2023	5/30/2024 5/30/2024	Per Claim: $1,000,000 Limit: Claims Made	Agg: $3,000,000 $3,000,000

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

CERTIFICATE HOLDER

To Whom It May Concern:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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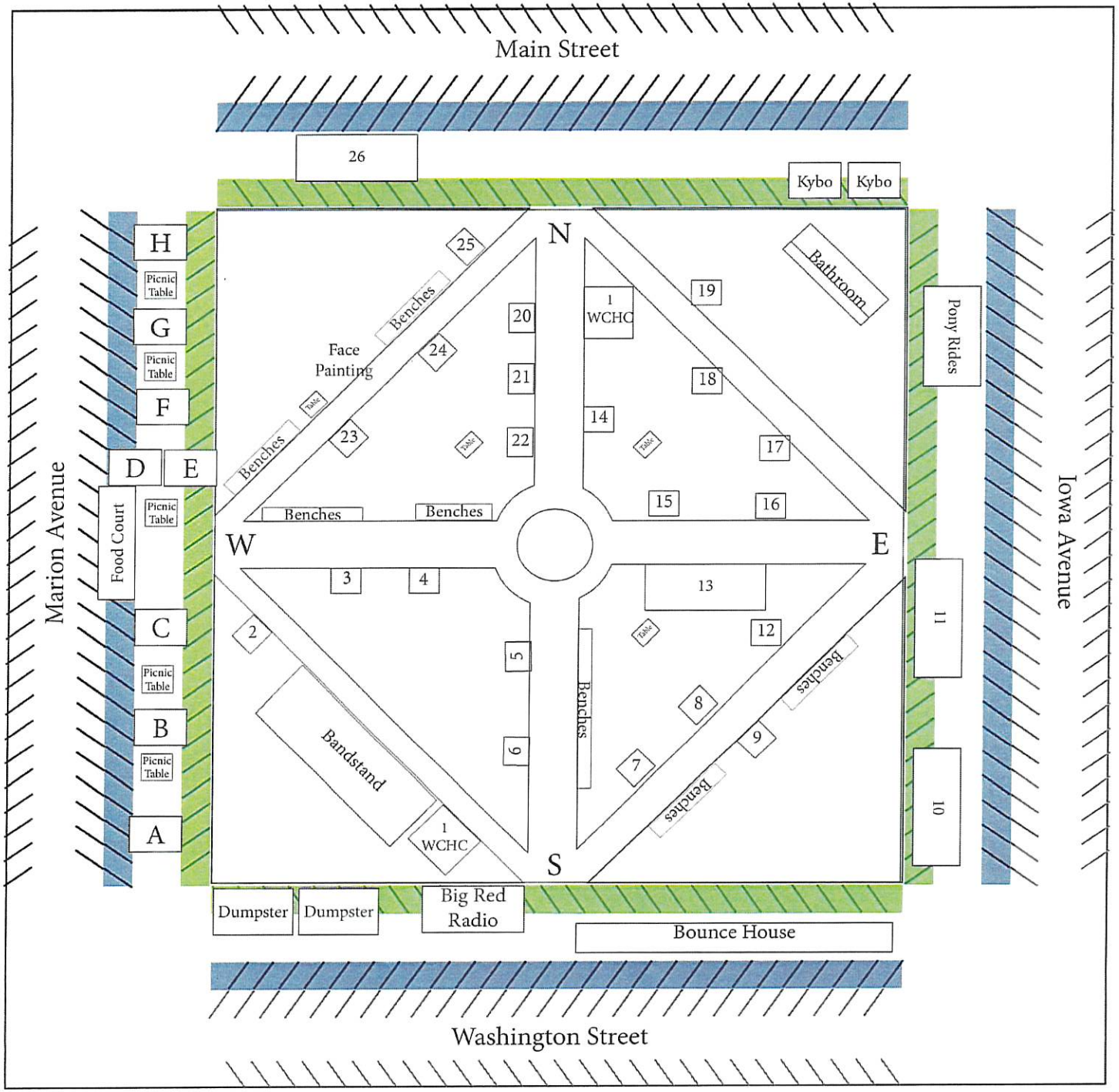

Thursday, May 16th, 8 pm
close parking spaces curbside of Central Park

Friday, May 17th, 12 pm
close inner most traffic lane and inner row of center parking around Central Park

Monthly Case Report

11/1/2023 - 11/30/2023

Case #	Case Date	Parcel Address	Description	Method of Warning	Clean up Deadline	Assigned To	Main Status
Group: Closed							
23570	11/21/2023		Dog being a nuisance (?)				Closed
23568	11/21/2023	801 S IOWA AVE	Tires on property	Letter	11/28/2023	Anna Duwa	Closed
23567	11/20/2023	215 E 15TH ST	Tall grass	Phone Call	11/24/2023	Jeff Duwa	Closed
23563	11/13/2023	1011 E 3RD ST	Furniture on curb	Letter	11/24/2023	Anna Duwa	Closed
23561	11/13/2023	422 E 2ND ST	Parking Violation	Letter	11/27/2023	Anna Duwa	Closed
23560	11/13/2023	533 S MARION AVE	Junk vehicle	Letter	11/27/2023	Anna Duwa	Closed
23557	11/3/2023	716 W 3rd St	Cars on grass	Letter		Anna Duwa	Closed
23556	11/1/2023	709 S 3rd Ave	Junk cars on the property	Notice of Violation	12/1/2023	Anna Duwa	Closed
23554	11/1/2023	803 N Marion Ave	Trailers on grass	Letter	11/24/2023	Anna Duwa	Closed
							Group Total: 9
Group: Open							
23587	11/29/2023	902 E 2ND ST	Trailer on grass	Letter	12/15/2023	Anna Duwa	Open
23586	11/29/2023	1401 E 3RD ST	Unlicensed vehicle	Letter	12/18/2023	Anna Duwa	Open
23585	11/29/2023	415 E 3RD ST	Trailer on grass	Letter	12/8/2023	Anna Duwa	Open
23584	11/29/2023	409 E 3rd St	Trailer of rubbish	Letter	12/8/2023	Anna Duwa	Open
23583	11/29/2023	409 W MADISON ST	Unlicensed vehicle	Letter	12/15/2023	Anna Duwa	Open
23582	11/29/2023	820 S C AVE	Mattress in ROW	Letter	12/11/2023	Anna Duwa	Open
23580	11/29/2023	847 S	Snow on	Verbal	11/30/2023	Anna Duwa	Open

		MARION AVE	sidewalk	Warning			
23579	11/29/2023	1009 W MONROE ST	Snow on sidewalk	Hanger	11/30/2023	Anna Duwa	Open
23578	11/29/2023	839 S B AVE	Snow on sidewalk	Hanger	11/30/2023	Anna Duwa	Open
23577	11/29/2023	839 S MARION AVE	Snow on sidewalk	Hanger	11/30/2023	Anna Duwa	Open
23576	11/29/2023	851 S MARION AVE	Snow on sidewalk	Hanger	11/30/2023	Anna Duwa	Open
23575	11/29/2023	830 S Marion Ave	Snow on sidewalk	Hanger	11/30/2023	Anna Duwa	Open
23574	11/29/2023	840 S 9TH AVE	Trucks & other vehicles parked in back yard	Letter	12/20/2023	Anna Duwa	Open
23573	11/27/2023	5 Orchard Dr.	Camper on grass	Letter	12/20/2023	Anna Duwa	Open
23572	11/27/2023	1137 E ADAMS ST	Truck/trailer parked on grass	Letter	12/4/2023	Anna Duwa	Open
23571	11/27/2023	1607 HIGHLAND AVE	Truck parked over sidewalk	Letter	12/4/2023	Anna Duwa	Open
23569	11/21/2023	514 S 9TH AVE	Chair in yard	Hanger	12/4/2023	Anna Duwa	Open
23566	11/20/2023	912 E Main St.	Trash cans being left out	Hanger	11/22/2023	Anna Duwa	Open
23565	11/16/2023	302 E 6th St.	Dilapidated garage	Letter	11/20/2023	Jeff Duwa	Open
23564	11/15/2023	815 N MARION AVE	Dogs being a nuisance	Letter	12/4/2023	Anna Duwa	Open
23562	11/13/2023	601 E 2nd St.	Overgrowth on & around house	Letter	11/24/2023	Anna Duwa	Open
23559	11/7/2023	308 E 6TH ST	Garage roof caving in	Notice of Violation	11/30/2023	Jeff Duwa	Open
23558	11/3/2023	921 E 2ND ST	Junk in backyard	Letter	11/27/2023	Anna Duwa	Open
23555	11/1/2023	1205 N 4th Ave	Vehicles & trailers on lawn	Letter	11/22/2023	Anna Duwa	Open

Group Total: 24

Total Records: 33

11/30/2023

CITY OF WASHINGTON

BOARD/COMMISSION APPLICATION FORM

Please return to: City of Washington, ATTN: City Clerk, PO Box 516, Washington, IA 52353

Application for: ___Airport Commission ___Planning & Zoning Commission ___Board of Adjustment ___Forestry Commission ___Library Board ___Historic Preservation Commission ___ Cable TV Commission ___ Tree Beautification Committee

__x_ Hotel/Motel Tax Fund Administration Committee __ Park & Recreation Board

NAME_LESLIE ALLENDER_____HOME ADDRESS__905 S. 11TH AVE_____

OCCUPATION___OWNER_____EMPLOYER_CARSON PLUMBING &

HEATING SERVICES, INC dba PURPOSEFULLY YOU BOUTIQUE & HOME

PHONE NUMBER: HOME_319-461-0925_____BUSINESS___319-653-2287_____

E-MAIL ADDRESS__leslie@shoprepurposeit.com_____

EXPERIENCE AND/OR ACTIVITIES WHICH YOU FEEL QUALIFY YOU FOR THIS POSITION
(PLEASE FEEL FREE TO ATTACH ADDITIONAL INFORMATION AS NEEDED)

I have been a small business owner for 12 years in Washington. I served on the board for Main Street Washington for 3 ½ yrs and then continued my volunteer work with Main Street Promotions Committee. I am passionate about the City of Washington. My previous experience to being a small business owner was Territory Sales Account Management and growing sales for store chains through promotions and product.

WHAT IS YOUR PRESENT KNOWLEDGE OF THIS ADVISORY BOARD

I understand that they meet once a month. I know that they get information regarding tourism legislation and they work on tourism projects in our area.

WHAT CONTRIBUTIONS DO YOU FEEL YOU CAN MAKE TO THIS ADVISORY BOARD? (OR STATE REASON FOR APPLYING)

My understanding of the Advisory Board is limited yet I am excited to be part of creating Washington

as a tourism destination, accentuating what Washington has to offer and creating unity with streetscape signage, storefront signage and showing our outlets within the downtown district as part of Downtown.

Leslie C Allender 11/29/23

Signature Date

City of Washington Boards & Commissions

The City of Washington has numerous boards & commissions that allow for citizen involvement in a variety of important areas. While many positions require city residency, rural representatives are specifically included on several of the boards.

- Airport Commission: Oversees the operations of the Washington Municipal Airport. Five member board, with city residency required, appointed for six-year terms. Meets 2nd Tuesday of each month at 6:30 PM.

- Planning & Zoning Commission: Advises the City Council on zoning and community development issues. Nine-member board, including 2 rural members appointed by the County Board of Supervisors, appointed for five-year terms. Meets the 2nd Tuesday of each month at 7 PM.

- Zoning Board of Adjustment: Hears requests from those desiring exceptions or adjustments within the zoning code. Seven-member board, including 2 rural members appointed by the County Board of Supervisors, appointed for five-year terms. Meets only as needed.

- Forestry Commission: Handles administration and oversight of Chapter 151 of the Washington Code of Ordinances related to trees. Three-member board, appointed for three year terms. Meets as needed.

- Library Board of Trustees: Oversees the operation of the Washington Free Public Library and the library staff. Seven-member board, including 2 rural members appointed by the County Board of Supervisors, appointed for six-year terms. Meets the 4th Thursday of each month at 4 PM.

- Historic Preservation Commission: Promotes the preservation of the historical, aesthetic, and cultural heritage of Washington and advises the City Council on related issues. Five member board, with city residency required, appointed for three-year terms. Meets as needed.

- Cable Television Commission: Oversees the public-access television channel and advises the City Council on issues related to cable television and telecommunications. Five-member board, appointed for three-year terms. Meets as scheduled.

- Hotel/Motel Tax Fund Administration Committee: Advises Council on the most efficient and effective uses of revenue derived from the hotel/motel tax, including conducting long term-planning, visioning and development of written plans to these stated ends. Committee consists of seven (7) members with two designated by the Mayor, two designated by the Washington Chamber of Commerce, and three community members mutually agreed upon by

the Mayor and Council and appointed for three (3) year terms. Meets as scheduled.

- Park and Recreation Board. Has the oversight of City-owned parks, recreational activities and other duties and functions as listed in Section 23.05 of the Code of the City of Washington, Iowa. The Mayor, with the approval of the Council, shall appoint five (5) citizens of legal age to four (4) year terms. Meets as scheduled.

Additional Volunteer Opportunities

The City has an additional standing committee with participation open to the general public, and not subject to specific terms of office:

- Tree Beautification Committee: Promotes planting and care of trees, and conducts annual activities such as tree giveaway. Meets Mondays as scheduled.

CITY OF WASHINGTON, IOWA
CLAIMS REPORT
DECEMBER 5, 2023

POLICE	ACE-N-MORE	AMMUNITION	882.82
	ALLIANT ENERGY	ALLIANT ENERGY	679.27
	AMAZON CAPITAL SERVICES	SUPPLIES	234.29
	ARNOLD MOTOR SUPPLY	VEHICLE SUPPLIES	106.68
	BDH TECHNOLOGY LLC	IT CONTRACT	745.00
	CAPITAL ONE	CELL PHONE CHARGER CABLES	25.85
	FRAISE, DEVIN	MILEAGE REIMBURSEMENT	260.69
	GALLS LLC	UNIFORM SHIRTS	206.81
	IMPACT7G	ASBESTOS REVIEW-619 N 6TH	1,780.00
	ISCIA	REGISTRATIONS	350.00
	KCTC	PHONE & INTERNET CHARGES	199.36
	MARCO, INC.	COPIER PRINT LEASE	442.31
	MOORE'S BP AMOCO, INC.	TOWING AND STORAGE	245.00
	RANGEMASTERS TRAINING CENTER	RIFLE CASES	616.69
	STOP STICK LTD.	STOP STICKS FOR INVEST UNI	707.00
	WASHINGTON AUTO CENTER	VEHICLE SERVICE	53.96
		TOTAL	**7,535.73**
FIRE	ALLIANT ENERGY	ALLIANT ENERGY	1,528.37
	ACE-N-MORE	SUPPLIES	13.99
	AMAZON CAPITAL SERVICES	WALL CALENDARS	14.23
	COBB OIL CO., INC-BP ONE TRIP	FUEL	22.94
	KCTC	PHONE & INTERNET CHARGES	195.85
	VISA-TCM BANK, N.A.	CLOTHING	143.88
	WITMER PUBLIC SAFETY GROUP	BOOTS	450.53
		TOTAL	**2,369.79**
DEVELOPMENT SERVICES	ARNOLD MOTOR SUPPLY	PARTS	611.70
	BRUNS, DAVID	INSPECTIONS	243.00
	CAPITAL ONE	SUPPLIES	47.59
	IABO	MEMBERSHIP DUES	75.00
	VISA-TCM BANK, N.A.	MEALS, SERVER, WEB SERV, S	30.00
		TOTAL	**1,007.29**
LIBRARY	AMAZON CAPITAL SERVICES	CALENDAR/MATERIALS	95.21
	ARTZ-MCCOMB, LANA	PRESENTATION	80.00
	BAKER & TAYLOR	LIBRARY MATERIALS	10.49
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	47.98
	DAWSON, TAYLOR	WRITER'S WORKSHOP	50.00
	FRANK MILLARD & CO	BACKFLOW TESTING	250.00
	GFS LEASING - WI	COPIER LEASE	237.07
	GREINER, ALISON	MILEAGE REIMBURSMENT	188.64
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	168.49
	VALENTINE, TAMMY	HOMEBOUND DELIVERY REIMB	8.52
	VISA-TCM BANK, N.A.	POSTAGE, ZOOM, SOFTWARE	257.35
		TOTAL	**1,393.75**
PARKS	4-M PLUMBING & HEATING INC.	HVAC MAINTENANCE	118.75
	ACE-N-MORE	SUPPLIES	354.86
	ALLIANT ENERGY	ALLIANT ENERGY	400.50
	ARNOLD MOTOR SUPPLY	SKID LOADER REPAIR	111.04
	BLUE MOON SATELLITES, LLC	PORTABLE TOILETS	122.00
	FIKES RENOVATIONS	OUTLETS BANDSTAND & WELLNE	2,226.82
	K AND K CARPENTRY LLC	FOUNTAIN COMPUTER RENTAL	390.00
	KCTC	PHONE & INTERNET CHARGES	340.21
	MIDWEST TREE SERVICE INC.	XMAS DECORATIONS & FOUNTAI	650.00
	VISA-TCM BANK, N.A.	MEMBERSHIP RENEWAL, SUPPLI	110.96
	WALSH DOOR SECURITY	NEW DAWN RESTROOM DOOR	2,485.00
	WASHINGTON RENTAL	REPAIR	125.37

	WENDLING QUARRIES	BASEBALL DIAMOND LIME	1,724.06
		TOTAL	**9,159.57**
POOL	ALLIANT ENERGY	ALLIANT ENERGY	103.58
	FRANK MILLARD & CO	BACKFLOW TEST	200.00
	KCTC	PHONE & INTERNET CHARGES	15.95
		TOTAL	**319.53**
CEMETERY	ACE-N-MORE	SUPPLIES	356.70
	ALLIANT ENERGY	ALLIANT ENERGY	222.51
	ARNOLD MOTOR SUPPLY	DOOR MAINTENANCE	99.03
	KCTC	PHONE & INTERNET CHARGES	120.28
	MID-AM RES. CHEMICAL CORP	EQUIPMENT GREASE	146.37
	PRODUCTIVITY PLUS	BACKHOE/TAHOE REPAIRS	2,127.88
		TOTAL	**3,072.77**
FINANCIAL ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	1,188.73
	ACCESS SYSTEMS LEASING	COPIER LEASE	406.22
	ACE-N-MORE	SUPPLIES	66.55
	ALBERT, KIRK	MILEAGE REIMBURSMENT	113.32
	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	79.58
	BROWN, KELSEY	MILEAGE REIMBURSMENT	28.29
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	37.00
	GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	290.00
	KCII	ADVERTISING	141.44
	KCTC	PHONE & INTERNET CHARGES	1,079.15
	STOREY KENWORTHY/MATT PARROTT	TAX FORMS	238.02
	VISA-TCM BANK, N.A.	MEALS, SERVER, WEB SERV, S	319.83
	WMPF GROUP LLC	ADVERTISING AND LEGALS	879.74
		TOTAL	**5,263.87**
AIRPORT	BAUTISTA MIRANDA, YOLANDA	OCTOBER CLEANING	300.00
	CLOUDBURST 9	INTERNET	106.35
	JOHN M. ELLSWORTH CO., INC.	FUEL NOZZEL	403.00
	TITAN AVIATION FUELS	JET FUEL	13,153.41
	VISA-TCM BANK, N.A.	ZOOM FEE	17.11
		TOTAL	**13,979.87**
ROAD USE	ACE-N-MORE	SUPPLIES	38.57
	ARNOLD MOTOR SUPPLY	ENGINE OIL/SALT SPREADER PARTS	212.04
	CHEMSEARCH FE	SUPPLIES	375.37
	GAZETTE COMMUNICATIONS	EMPLOYMENT ADVERTISING	339.00
	GIERKE ROBINSON CO., INC	SUPPLIES	365.40
	IDEAL READY MIX	SHOP/ PLANT	263.50
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	70.07
	WMPF GROUP LLC	EMPLOYMENT ADVERTISING	117.18
		TOTAL	**1,781.13**
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	313.65
		TOTAL	**313.65**
HOTEL/MOTEL TAX	MAIN STREET	MEDIA PARTNER FOR SNOW POS	3,753.10
	VISA-TCM BANK, N.A.	MEALS, SERVER, WEB SERV, S	145.03
		TOTAL	**3,898.13**
CAPITAL PROJECTS	DELONG CONSTRUCTION	CULVERT EXTENSION-S AVE E	5,592.50
		TOTAL	**5,592.50**

INDUSTRIAL DEVELOP	WMPF GROUP LLC	LEGAL - ANNEXATION	15.20
		TOTAL	**15.20**
DOG PARK	VISA-TCM BANK, N.A.	MEMBERSHIP RENEWAL, SUPPLI	249.75
		TOTAL	**249.75**
K-9 PROGRAM	ACE-N-MORE	K9 FOOD	89.98
		TOTAL	**89.98**
LIBRARY GIFT	WASH CHAMBER OF COMMERCE	CHOCTOBERFEST	25.00
		TOTAL	**25.00**
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	581.13
	CONKLIN, DANA	MILEAGE REIMBURSMENT	29.48
	FERGUSON WATERWORKS# 2516	METERS	35,234.01
	KCTC	PHONE & INTERNET CHARGES	174.33
	POSTMASTER	BULK MAILING WATER BILLS	1,164.73
	VISA-TCM BANK, N.A.	CONFERENCE, LODGING, MEALS	714.36
		TOTAL	**37,898.04**
WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	724.38
	ALLIANT ENERGY	ALLIANT ENERGY	49.74
	CHEMSEARCH FE	SUPPLIES	279.45
	FRANK MILLARD & CO	BACKFLOW TEST	200.00
	IDEAL READY MIX	OLD 92	3,309.50
	IOWA ONE CALL	SERVICE	114.30
	KCTC	PHONE & INTERNET CHARGES	104.31
	O'REILLY AUTOMOTIVE INC	FUSE	5.29
	USA BLUEBOOK	HOLE SAW/CHLORINE	374.68
		TOTAL	**5,161.65**
SEWER PLANT	ACE-N-MORE	SAFETY SUPPLIES/PARTS	585.93
	ALLIANT ENERGY	ALLIANT ENERGY	23.22
	CUSTER, ANDREW	REIMBURSEMENT FOR SAFETY L	99.00
	DETECTION INSTRUMENTS CORPORATION	H2S METER CALIBRATION	248.05
	FRANK MILLARD & CO	BACK FLOW PREVENTER CERTIF	250.00
	IGRAPHIX, INC	SHIPPING	20.45
	KCTC	PHONE & INTERNET CHARGES	197.67
	MARIE ELECTRIC INC.	FIXING WIRING	1,390.52
	NORTHERN BALANCE & SCALE	BALANCE CALIBRATION	180.00
	ONSITE SERVICES SOLUTIONS, LLC	TSS METER REPAIR	2,770.00
	VISA-TCM BANK, N.A.	CONFERENCES, LODGING	1,118.44
	YOTTYS, INC.	GOLF CART REPAIR	192.50
		TOTAL	**7,075.78**
SEWER COLLECTION	ACE-N-MORE	FUEL NOZZLE	101.98
	KCTC	PHONE & INTERNET CHARGES	104.31
	THOMPSON TRUCK AND TRAILER INC.	SUPPLIES	330.31
	USA BLUEBOOK	COVER LIFT	64.13
		TOTAL	**600.73**
SANITIATION	WASH CO HUMANE SOCIETY	WASH CO HUMANE SOCIETY	325.00
		TOTAL	**325.00**
		TOTAL	**107,128.71**

CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
OCTOBER 31, 2023

FUND	10/1/2023 BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	10/31/2023 ENDING CASH BALANCE
001-GENERAL FUND	314,196.97	1,336,116.44	-	392,748.39	-	1,257,565.02
002-AIRPORT FUND	401,774.61	11,922.60	-	45,957.45	-	367,739.76
010-CHAMBER REIMBURSEMENT	5,167.04	11,524.46	-	12,272.03	-	4,419.47
011-MAIN STREET REIMBURSEMENT	343.53	4,727.35	-	4,110.02	-	960.86
012-WEDG REIMBURSEMENT	2,022.56	8,953.10	-	8,223.21	-	2,752.45
050-DOWNTOWN INCENTIVE GRANT	231,473.15	-	-	-	-	231,473.15
110-ROAD USE	633,874.35	123,885.63	-	57,525.87	-	700,234.11
112-EMPLOYEE BENEFITS	-	349,192.06	-	349,192.06	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	26,327.63	-	26,327.63	-	-
121-LOCAL OPTION SALES TAX	-	91,993.38	-	91,993.38	-	-
122-LOST DEBT SERVICE	156,640.00	-	-	-	-	156,640.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	144,566.51	24,616.00	-	3,649.99	-	165,532.52
125-UNIF COMM UR-NE IND	23,771.37	13,590.13	-	-	-	37,361.50
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	21,662.52	-	-	-	21,662.52
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	37,667.42	-	-	-	37,667.42
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	12,217.69	-	-	-	-	12,217.69
133-UNIF COMM UR-IRE	23,762.37	57,611.76	-	-	-	81,374.13
134-DOWNTOWN COMM UR	1,228.97	3,292.36	-	2,137.71	-	2,383.62
145-HOUSING REHABILITATION	54,608.32	-	-	163.64	-	54,444.68
146-LMI TIF SET-ASIDE	150,745.64	-	-	-	-	150,745.64
200-DEBT SERVICE	116,575.38	366,124.68	-	-	-	482,700.06
300-CAPITAL EQUIPMENT	572,713.05	14,942.00	-	-	-	587,655.05
301-CAPITAL PROJECTS FUND	1,228,092.71	17,044.14	-	462,236.29	-	782,900.56
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	768,365.81	-	-	-	-	768,365.81
308-INDUSTRIAL DEVELOPMENT	473,374.65	83,274.82	-	6,450.54	-	550,198.93
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	(186,937.10)	5,000.00	-	13,967.66	-	(195,904.76)
311-SIDEWALK REPAIR & REPLACE	108,212.86	-	-	12,514.00	-	95,698.86
312-TREE REMOVAL & REPLACE	18,498.59	-	-	1,200.00	-	17,298.59
315-RESIDENTIAL DEVELOPMENT	526,031.44	170.84	-	-	-	526,202.28
317-ARPA CAPITAL PROJECTS	884,604.49	2,885.20	-	-	-	887,489.69
325-BUILDING & FACILITY MAINT	87,560.83	-	-	-	-	87,560.83
510-MUNICIPAL BAND	8,051.96	2,935.00	-	-	-	10,986.96
520-DOG PARK	4,178.88	-	-	-	-	4,178.88
530-TREE COMMITTEE	13,320.41	-	-	50.00	-	13,270.41
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	3,631.25	-	-	-	-	3,631.25
541-K-9 PROGRAM	1,738.87	-	-	227.55	-	1,511.32
545-SAFETY FUND	6,102.33	-	-	-	-	6,102.33
550-PARK GIFT	100,203.34	115.95	-	1,602.52	-	98,716.77
570-LIBRARY GIFT	463,418.93	1,883.80	-	65,659.97	-	399,642.76
580-CEMETERY GIFT	2,023.00	-	-	-	-	2,023.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	628,567.95	187,381.50	-	104,532.69	-	711,416.76
601-WATER DEPOSIT FUND	32,445.00	1,800.00	-	1,840.00	-	32,405.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	-	332,792.76	-	332,792.76	-	-
610-SANITARY SEWER	688,919.94	204,303.98	-	112,201.17	-	781,022.75
612-SEWER SINKING	-	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	189,121.41	57,707.28	-	96,783.78	-	150,044.91
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	536,156.26	32,090.76	-	6,612.62	-	561,634.40
951-UNEMPLOYMENT SELF INS	76,762.37	2,479.26	-	-	-	79,241.63
TOTAL BALANCE	9,587,297.69	3,436,014.81	-	2,212,972.93	-	10,810,339.57

Cash in Bank - Pooled Cash		Interest Rate
Wash St. Bank - Operating Account	4,401,545.91 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	585,738.05	0.20%
Wash St - Farm Mgmt Acct	215,907.43	
Wash St Bank - CD 1/14/2019	528,452.73	0.65%
Wash St Bank - CD 08/30/2018	271,245.18	0.65%
Wash St Bank - ISC Account	4,807,100.27	4.25%
TOTAL CASH IN BANK	10,810,339.57	

(1) Washington State Bank	4,480,495.38
Outstanding Deposits & Checks/Wages payable	(78,949.47)
	4,401,545.91

Elm Grove & Woodlawn Cemeteries

I am asking council to consider raising the cemetery tent rent from $100/service to $200 or $250/service. This will help to pay for the labor to set up and take down the tent as well as any tent repairs.

Also, I am proposing that we set a time limit on Saturday funeral services. If the service was over and cleared out by 1:00 PM this would help control overtime expenses. We have had 11:30 AM funeral services that have not exited the premises until after 2:00 PM. This puts the employee at a full day for only 1 service.

Additionally, if we simplify the Saturday charge to a flat $300 that would also help with overtime expenses. Current rate is at $200 before noon and $400 after noon. The late charge fee for Saturdays would then be changed to read:

> Funeral processions that have not exited the cemetery by 1:00 PM will be charged $150/hour until funeral procession leaves.

God Bless America

Zach Wibstad

RESOLUTION NO. 2023-

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF NATURAL RESOURCES – DIVISION OF CONSERVATION AND RECREATION – FORESTRY – FIRE PROGRAM AND THE WASHINGTON FIRE DEPARTMENT

WHEREAS, the Washington Fire Department applied for a Volunteer Fire Assistance Grant (VFA) to purchase fire helmets; and,

WHEREAS, the Washington Fire Department has been awarded $2,625 for the purchase of 10 fire safe helmets; and,

WHEREAS, since this is a grant administered through the Iowa Department of Natural Resources, but funded through the US Department of Agriculture, a Memorandum of Understanding is a requirement which outlines the process for reimbursement for the federal grant funds.

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

Section 1. The City Council does hereby approve and authorize the Mayor and Fire Chief to execute the attached Memorandum of Understanding with the Iowa Department of Natural Resources, to seek reimbursement of VFA grant dollars for the purchase of 10 fire helmets.

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

PASSED AND APPROVED this 5th day of December, 2023.

_____
Millie Youngquist, Mayor Pro Tem

ATTEST:

_____
Amanda Waugh, City Clerk

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

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

MEMO

To: City Council
CC: City Administrator & Finance Director
From: Brendan DeLong, Fire Chief
Date: 11/28/2023

RE: DNR VFA 2023-2024 Grant

Mayor & City Council:

We were awarded the 2023 DNR VFA grant once again this year. This is a 50% cost share grant. The funds this year will be utilized to purchase 10 new fire safe helmets for our members. Current helmets are aging, so we need to begin replacement.

This grant will give us 50% of the funds to purchase 10 helmets. The remaining funds will come from the fire department heavy equipment line item. Yearly – we try to replace a few. Since we received a grant, this will speed up our replacement process.

I am requesting approval of the attached memorandum of understanding.

Sincerely,
Brendan S. DeLong
Fire Chief

Iowa Department of Natural Resources
Forestry - Fire Program
Gail Kantak, Fire Supervisor
2404 South Duff Ave.
Ames, IA 50010

Phone: (515) 233-8067 ext 1
Cell: (515) 689-0083
Gail.Kantak@dnr.iowa.gov

November 16, 2023

Washington Fire Department
Brenda DeLong
215 E Washington St
Washington, IA 52353

Dear Chief DeLong,

The DNR Forestry – Fire Program is pleased to inform you that your application for **2023 Volunteer Fire Assistance Grant** funds was **approved** for the following:

US Forest Service & DNR Forestry – Fire Program 2023 VFA GRANT	**FEDERAL ASSISTANCE APPROVED $ 2625**

FOR:
10 FIRE SAFE HELMETS

Note: NO SINGLE ITEM PURCHASED AT $5000 OR MORE IS ELIGIBLE!

To confirm your desire to use this allocation as identified above, you must sign and return the enclosed Memorandum of Understanding by January 31, 2024.

RECORD KEEPING
It is necessary for you to keep the following records for state and federal auditing purposes:

1. Copy of the **Memorandum of Understanding** (MOU) between your department and the DNR Forestry – Fire Program.
   (Return original to DNR by January 31, 2024).
2. Source documents, such as paid invoices, time reports showing hours of volunteer work, copies of cancelled checks or evidence of payment, etc. – **All invoices must be dated between October 1, 2022 and June 30, 2024**
3. Records that show the source of the department funds and how funds were spent on this project.
4. Copy of the **Project Billing Certification Packet** (i.e., Project Billing Certification form, copies of paid invoices and evidence that invoices have been paid.) (**This packet, with original signatures, must be submitted to the DNR by July 31, 2024**)

5. Accountability records showing current status of equipment over $1000 in value purchased under this agreement. All equipment with serial numbers and/or over $1000 in value must be recorded. None of this equipment can be sold or disposed of without prior approval of the State Forester for a period of three years.
6. VFA grants are federally funded through **CFDA #10.664 from the US Department of Agriculture through the Forest Service Office**. If your entity is required to have a single audit in accordance with OMB circular A-133, a copy of the audit report will be provided to the DNR if any findings noted are related to the award provided by the DNR. If no findings relate to the DNR award, a notification letter will be provided to the DNR stating findings noted did not relate to the DNR award.

PROJECT BILLING

These federal Volunteer Fire Assistance funds are available to you upon submission of your completed:

- **Memorandum of Understanding** ***(Submitted to DNR by January 31, 2024)***

- **Project Billing** form;
- **Copies of paid invoices**
  (dated between October 1, 2022 and June 30, 2024); and
- **Evidence that the invoices have been paid.**

Submitted to DNR by July 31, 2024

To: Gail Kantak
Fire Supervisor
DNR Forestry – Fire Program
2404 South Duff Avenue
Ames, Iowa 50010-8093
Phone: 515-689-0083

Sincerely,

Gail A. Kantak
Fire Supervisor – DNR Forestry – Fire Program
Enclosure: Project Billing Form
Memorandum of Understanding

2023 Volunteer Fire Assistance (VFA) Grants Program
Memorandum of Understanding

This Memorandum of Understanding, is made and entered into this **16th** day of **November, 2023**, by and between the Iowa Department of Natural Resources – Division of Conservation and Recreation -- Forestry – Fire Program (hereinafter referred to as the "Forestry – Fire Program") and the **Washington Fire Department** (hereinafter referred to as the "Grantee").

WITNESSETH THAT:

WHEREAS, the Grantee protects a community of less than 10,000 citizens, and

WHEREAS, the control of timber, grass, and wildland fires in, and adjacent to, rural and suburban areas is essential to an effective fire control program, and

WHEREAS, the Grantee is actively engaged in the prevention and suppression of all fires in and adjacent to rural and suburban area, and

WHEREAS, the Grantee can more adequately carry out this function if additional equipment is available, and

WHEREAS, the Forestry – Fire Program is authorized by Congress to provide such protection agencies with Fiscal Year 2023 Grant Funds for the Volunteer Fire Assistance Program, and

WHEREAS, this VFA grant program provides up to 50% cost-share, not to exceed $4500, for the following items requested in the 2023 VFA Application:

10 FIRE SAFE HELMETS

Note: NO SINGLE ITEM PURCHASED AT $5000 OR MORE IS ELIGIBLE!

The parties to this memorandum of understanding do hereby agree as follows:

THE FORESTRY - FIRE PROGRAM AGREES:

1. To make available, based upon the FY 2023 Grantee application, **$ 2625** of **VFA Funds** to the Grantee.
2. Upon receipt of the appropriate **Project Billing documentation**, (to be received by the Forestry – Fire Program **no later than July 31, 2024**, the Forestry – Fire Program will release 50% of the approved project costs up to the amount of the allocation made above.

THE GRANTEE AGREES:

1. **That no single item will be purchased at $5000 or more.**
2. To return to the DNR Forestry – Fire Program – Attn: Gail Kantak, DNR Fire Supervisor, 2404 South Duff Ave., Ames, IA 50010 **a signed copy of this Memorandum of Understanding by January 31, 2024**.
3. To submit documentation of only expenditures:
   - that are **less than $5000** total value for a single item,
   - that have been paid in full,
   - that are identifiable and in accordance with the approved request and
   - that have been **incurred between October 1, 2022 and June 30, 2024**.
4. To submit the completed **Project Billing Certification** form, copies of **paid invoices** and **evidence that the invoice has been paid** in accordance with the approved application **no later than July 31, 2024**.
5. That the matching funds have not been derived from any federal source.

6. Grantee is not involved in any court litigation or lawsuits wherein it is alleged by private parties or the United States that persons were, on grounds of race, color, sex, or national origin excluded from participation in, denied benefits of, or otherwise subject to discrimination in the action or facilities of the Grantee.
7. Since VFA grants are federally funded through CFDA #10.664 from the US Department of Agriculture through the Forest Service Office, if your entity is required to have a single audit in accordance with OMB circular A-133, a copy of the audit report will be provided to the DNR if any findings noted are related to the award provided by the DNR. If no findings relate to the DNR award, a notification letter will be provided to the DNR stating findings noted did not relate to the DNR award.

IT IS MUTUALLY AGREED:

That if an item is purchased at $5000 or more, that item will be considered ineligible and no percentage of it will be reimbursed.

That if the completed Project Billing documentation is not received by **July 31, 2024** the allocation will be **cancelled** and upon cancellation this memorandum of understanding will be null and void.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

FORESTRY – FIRE PROGRAM
DIVISION OF CONSERVATION AND RECREATION
IOWA DEPARTMENT OF NATURAL RESOURCES

BY: _____
Gail A Kantak, DNR Fire Supervisor
For Jeff Goerndt, State Forester

Date: November 16, 2023

BY: _____
(Mayor or other official)

Phone: _____

Date: _____

BY: _____
(Fire Chief)

Phone: _____

Date: _____

E-Mail: _____

FOR OFFICIAL USE ONLY:
Fire Department: **Washington Fire Department**
Approved for $ **2625** from **Consolidated** Funds

- Assistance (VFA Grant Funds): $_____
- Participants Contribution: $_____
- TOTAL PROJECT Expenditures: $_____

Cancelled if NOT RETURNED BY JULY 31, 2024

2023 VOLUNTEER FIRE ASSISTANCE PROJECT BILLING CERTIFICATION

I certify

- that this billing is correct and just and is based upon actual payment(s) of record by the participant;
- that payment from the state has not been received;
- that the equipment and services are in accordance with the approved application.

I further certify

- that the matching funds of the participant have not been derived from federal sources;
- that the participant is not involved in any court litigation or lawsuits wherein it is alleged by private parties or the United States that persons were, on the grounds of race, color, sex, or national origin excluded from participation in, denied benefits of, or otherwise subject to discrimination in the action or facilities of the participant.
- that since VFA grants are federally funded through CFDA #10.664 from the US Department of Agriculture through the Forest Service Office, if our department required to have a single audit in accordance with OMB circular A-133, a copy of the audit report will be provided to the DNR if any findings noted are related to the award provided by the DNR. If no findings relate to the DNR award, a notification letter will be provided to the DNR stating findings noted did not relate to the DNR award.

I understand that any deviation from the original application may jeopardize our federal assistance.

Fire Department: **Washington Fire Department**
Approved for **$ 2625** from 2023 VFA Funds (up to 50% of estimated project expenditures, not to exceed specified allocation)

Federal Tax ID #: 42-6005318 **DUNS# or UEID#: 087128161**
(check to make sure the FED ID # and the DUNS# or UEID# are correct and are for the same agency)

Department/Agency Fiscal Officer*

_____ _____
(Signature) (Typed/Printed Name)

_____ _____ _____
(E-Mail Address) (Phone Number) (Date Signed)

Fire Chief* _____ _____
(Signature) (Typed/Printed Name)

_____ _____ _____
(E-Mail Address) (Phone Number) (Date Signed)

Both signatures are required to receive payment.
Grant awarded to:

Name: **Washington Fire Department**
Address: **215 E Washington St**
City, State, Zip: **Washington, IA 52353**

Deanna McCusker

From: Brendan DeLong <bdelong@washingtoniowa.gov> on behalf of Brendan DeLong
Sent: Monday, November 20, 2023 8:06 AM
To: 'Deanna McCusker'
Subject: FW: WASHINGTON - 2023 DNR VOLUNTEER FIRE ASSISTANCE GRANT
Attachments: 2023 VFA GRANTS AWARDED.pdf; WASHINGTON - 2023 VFA Grant Award Packet.pdf

FYI,
We were awarded this grant, which we also got last year. This will be used to buy 10 new fire helmets. 50% match is required, and it will come from my Heavy Equip line item.

There will need to be an action item on the 12/5 council agenda. I'll draft up a memo for it!

Thanks,
Brendan

From: Kantak, Gail <gail.kantak@dnr.iowa.gov>
Sent: Friday, November 17, 2023 8:43 AM
To: firedept@washingtoniowa.gov; Brendan DeLong <bdelong@washingtoniowa.gov>; kbrown@washingtoniowa.gov
Subject: WASHINGTON - 2023 DNR VOLUNTEER FIRE ASSISTANCE GRANT

Congratulations!
The DNR Forestry – Fire Program is pleased to inform you that your application for **2023 Volunteer Fire Assistance Grant** funds was **approved.**

Your entire award packet is attached to this email.

To confirm your desire to use this allocation as identified in the attachment, you must sign and return the attached Memorandum of Understanding by ***January 31, 2024****.*

GAIL KANTAK | Wildland Fire Supervisor
Forestry - Fire Program
Iowa Department of Natural Resources
C: 515-689-0083
2404 South Duff Ave, Ames, IA 50010

iowadnr.gov

www.iowadnr.gov/fire

RESOLUTION 2023-_____

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 owner:

The property of Caleb L. Popejoy at 515 S. 9th Avenue for the amount of $283.34. Legal Description (12 CRANDALLS SD). Parcel Number (1117464019).

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

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

PASSED AND APPROVED this 5th day of December, 2023.

_____
Millie Youngquist, Mayor Pro Tem

ATTEST:

_____
Amanda Waugh, City Clerk

Millie Youngquist, Mayor Pro Tem
Amanda Waugh, City Clerk
Kelsey Brown, Finance Director
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

November 29, 2023

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Emergency Community Catalyst & Remediation Grant agreement

We applied for the Emergency Community Catalyst & Remediation Grant for 217 W. Main Street to help with to secure the roof and 3rd floor following the fire last February. This grant had to be applied for by the City of Washington, but the City is just the pass through agent for the funds. The City will receive funds once reimbursement is requested and it will get funneled to the property owners of 217 W. Main. There is no funds coming from the City of Washington other than the grant funds that will be received from Iowa Economic Development Authority.

RESOLUTION NO. 2023-

RESOLUTION APPROVING A COMMUNITY CATALYST BUILDING REMEDIATION GRANT BETWEEN IOWA ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF WASHINGTON

WHEREAS, there was a structure fire at 217 W. Main Street in February, 2023 which left the building with roof and 3rd floor damage; and,

WHEREAS, new owners were finally able to purchase the building with the plan to secure the roof and third floor and eventually renovate the entire building; and,

WHEREAS, the owners applied for the Downtown Investment Grant and for an Emergency Community Catalyst grant; and,

WHEREAS, the City Council approved a $50,000 Downtown Investment Grant (DIG) on November 21, 2023; and,

WHEREAS, the City was awarded $100,000 from the Emergency Community Catalyst Grant; and,

WHEREAS, approving the contract from Iowa Economic Development Authority is a necessary step in getting the Emergency Catalyst funding.

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

Section 1. The City Council does hereby approve and authorize the Mayor to execute the attached Community Catalyst & Remediation Grant Agreement.

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

PASSED AND APPROVED this 5th day of December, 2023.

_____
Millie Youngquist, Mayor Pro Tem

ATTEST:

_____
Amanda Waugh, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM

GRANTEE:	City of Washington
AGREEMENT NUMBER:	24-CTBF-EMERG-07
DATE OF AWARD LETTER:	November 21, 2023
PROJECT COMPLETION DATE:	November 21, 2025
GRANT AMOUNT:	$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Washington,
215 E. Washington Street, Washington, Iowa 52353 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

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

1. COSTS DIRECTLY RELATED. "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.

2. GRANTEE. "Grantee" means the entity described above whose application for a Grant was approved by IEDA.

3. IOWAGRANTS.GOV. "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.

4. PROJECT. "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.

5. PROJECT COMPLETION PERIOD. "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.

6. PROJECT MID-POINT. "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.

7. PRIOR EXPENSES. No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.

8. UTILIZATION OF CONSULTANT(S). The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.

9. TOTAL PAYMENT. Total payment of state funds under this Agreement shall not exceed $100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.

10. REPAYMENT OBLIGATION. In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph

shall apply to the Grantee as well as any subcontractors.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

21. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent,

intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS AND PROJECT. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

23. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

24. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

25. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

26. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

27. USE OF NAME. The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

28. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

29. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

30. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

31. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

32. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. MAINTENANCE OF INSURANCE. The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of

the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

34. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

35. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

36. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

37. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

38. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:
(a) Agreement Scope of Work and Budget
(b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

39. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:
(a) Articles 1-40 of this Grant Agreement.
(b) Agreement Scope of Work and Budget
(c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

40. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Washington

BY: _____ _____
Mayor Typed or Printed Name and Title
City of Washington
215 E. Washington Street
Washington, Iowa 52353

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Rick Peterson, Chief Operating and Cultural Officer
Arts & Community Division
Iowa Economic Development Authority

CHANGE ORDER NO. 3

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-20B
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract Name:	2022 Washington Water Main Improvements		
Date Issued:	11/27/2022	Effective Date of Change Order:	12/5/2023

The Contract is modified as follows upon execution of this Change Order:

Item 1: Change in project scope to remove existing concrete encased water main at the intersection of F Avenue and W. Madison Street. Includes the necessary material, labor, and equipment to complete the water main connection at the intersection. Add a lump sum of $9,523.64.

Item 2: Change in project scope at the intersection of G Avenue and W. Madison Street for a direct connection to the water main rather than a tapping valve and sleeve. Add a lump sum cost of $1,250.05.

Item 3: Change water service at 502 W. Madison Street from a 1" service to a 1.5" service connection with curb stop. Add a lump sum cost of $540.50.

Attachments: Change Requests 4, 5 and 6

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 3,668,641.25	Original Contract Times: Substantial Completion: November 24, 2023 Ready for final payment: December 29, 2023
Decrease from previously approved Change Orders: $ 570,307.55	Increase from previously approved Change Orders No.1 to No.2: Substantial Completion: 6 days Ready for final payment: 6 days
Contract Price prior to this Change Order: $ 3,077,835.02	Contract Times prior to this Change Order: Substantial Completion: November 30, 2023 Ready for final payment: January 4, 2024
Increase this Change Order: $ 11,314.19	Increase this Change Order: Substantial Completion: 183 days Ready for final payment: 179 days
Contract Price incorporating this Change Order: $ 3,089,149.21	Contract Times with all approved Change Orders: Substantial Completion: May 31, 2024 Ready for final payment: July 1, 2024

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	Recommended by Engineer (if required)	Accepted by Contractor
By:		
Title:	Project Manager	Owner
Date:	November 27, 2023	11/27/23

	Authorized by Owner	Approved by Funding Agency (if applicable)
Title:		
Date:		

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CornerStone EXCAVATING,INC.
WASHINGTON, IOWA

P. O. Box 928
Washington, IA 52353
(319) 653-3957
Fax: (319) 653-9067

Change Request

To: City of Washington

Number: CR - 4 REVISED
Date: 10/27/2023
Job: Washington watermain
Job #: WAS023

Description: F Ave and Madison St. intersection. Discovered a concrete encased watermain that after discussion with the city it was decided to remove and replace.

Description	Quantity	Unit	Unit Price	Price
12" c-900 watermain	40	ft	$47.94	$1,917.60
12" hymax couplers	1	ea	$305.00	$305.00
1" road stone	80	ton	$24.75	$1,980.00
material markup	1	ls	$630.30	$630.30
labor	1	ls	$4,550.00	$4,550.00
				$0.00
				$0.00
				$0.00
			Total:	$9,382.90
Bond Fees			1.5%	$140.74
Added Working Days Requested:	6			
			Change Order Total:	**$9,523.64**

Submitted by: BJ Miller
Cornerstone Excavating, Inc.

Approved by: _____

Date: _____

CornerStone EXCAVATING, INC.
WASHINGTON, IOWA

P. O. Box 928
Washington, IA 52353
(319) 653-3957
Fax: (319) 653-9067

Change Request

To: City of Washington

Number: CR- 5
Date: 10/27/2023
Job: Washington Watermain
Job #: WAS023

Description: G Avenue intersection changing from a 4x4 tapping sleeve to a direct connection on an existing 4" line. This change order includes keeping line items 5.10 and 5.14

Description	Quantity	Unit	Unit Price	Price
6" hymax couplers	2	ea	$375.00	$750.00
6" c-900 pipe	10	ft	$13.75	$137.50
4" 45° elbows	2	ea	$78.24	$156.48
4" megalugs	4.0	ea	$60.00	$240.00
material markup	1	ls	$192.60	$192.60
labor	1	ls	$1,250.00	$1,250.00
4x4 tapping sleeve	1	ls	($745.00)	-$745.00
tapping labor	1	ls	($750.00)	-$750.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total:	$1,231.58
Bond Fees			1.5%	$18.47

Added Working Days Requested: 1

Change Order Total: **$1,250.05**

Submitted by: BJ Miller
Cornerstone Excavating, Inc.

Approved by: _____

Date: _____

CornerStone EXCAVATING, INC.
WASHINGTON, IOWA

P. O. Box 928
Washington, IA 52353
(319) 653-3957
Fax: (319) 653-9067

Change Request

To: City of Washington

Number: CR - 6
Date: 11/27/2023
Job: Washington Watermain
Job #: WAS023

Description: Additional cost to change car doctor water service from a 1" to a 1.5". City supplied 6.5' of 1.5" copper.

Description	Quantity	Unit	Unit Price	Price
Water service 1.5"	1	LS	$470.00	$470.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total:	$470.00
Bond Fees				$70.50
Added Working Days Requested:	0.5			
			Change Order Total:	**$540.50**

Submitted by: BJ Miller
Cornerstone Excavating, Inc.

Approved by: _____

Date: _____

CHANGE ORDER NO. 3

Owner:	City of Washington	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3424-20B
Contractor:	Cornerstone Excavating, Inc.	Contractor's Project No.:	
Project:	2022 Washington Water Main Improvements		
Contract Name:	2022 Washington Water Main Improvements		
Date Issued:	11/27/2022	Effective Date of Change Order:	12/5/2023

The Contract is modified as follows upon execution of this Change Order:

Item 1: Change in project scope to remove existing concrete encased water main at the intersection of F Avenue and W. Madison Street. Includes the necessary material, labor, and equipment to complete the water main connection at the intersection. Add a lump sum of $9,523.64.

Item 2: Change in project scope at the intersection of G Avenue and W. Madison Street for a direct connection to the water main rather than a tapping valve and sleeve. Add a lump sum cost of $1,250.05.

Item 3: Change water service at 502 W. Madison Street from a 1" service to a 1.5" service connection with curb stop. Add a lump sum cost of $540.50.

Attachments: Change Requests 4, 5 and 6

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 3,668,641.25	Original Contract Times: Substantial Completion: November 24, 2023 Ready for final payment: December 29, 2023
Decrease from previously approved Change Orders: $ 570,307.55	Increase from previously approved Change Orders No.1 to No.2: Substantial Completion: 6 days Ready for final payment: 6 days
Contract Price prior to this Change Order: $ 3,077,835.02	Contract Times prior to this Change Order: Substantial Completion: November 30, 2023 Ready for final payment: January 4, 2024
Increase this Change Order: $ 11,314.19	Increase this Change Order: Substantial Completion: 183 days Ready for final payment: 179 days
Contract Price incorporating this Change Order: $ 3,089,149.21	Contract Times with all approved Change Orders: Substantial Completion: May 31, 2024 Ready for final payment: July 1, 2024

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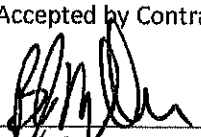
	Recommended by Engineer (if required)	Accepted by Contractor
By:		
Title:	Project Manager	Owner
Date:	November 27, 2023	11/27/23

	Authorized by Owner	Approved by Funding Agency (if applicable)
Title:		
Date:		

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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CornerStone
EXCAVATING,INC.
WASHINGTON, IOWA

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Fax: (319) 653-9067

Change Request

To: City of Washington

Number: CR - 4 REVISED
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Job: Washington watermain
Job #: WAS023

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			Total:	$9,382.90
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Added Working Days Requested: 6				
			Change Order Total:	**$9,523.64**

Submitted by: BJ Miller
CornerStone Excavating, Inc.

Approved by: _____

Date: _____

CornerStone EXCAVATING, INC.
WASHINGTON, IOWA

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Change Request

To: City of Washington

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Job: Washington Watermain
Job #: WAS023

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tapping labor	1	ls	($750.00)	-$750.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total:	$1,231.58
Bond Fees			1.5%	$18.47
Added Working Days Requested: 1				
			Change Order Total:	**$1,250.05**

Submitted by: BJ Miller
Cornerstone Excavating, Inc.

Approved by: _____

Date: _____

CornerStone
EXCAVATING, INC.
WASHINGTON, IOWA

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Washington, IA 52353
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Change Request

To: City of Washington

Number: CR - 6
Date: 11/27/2023
Job: Washington Watermain
Job #: WAS023

Description: Additional cost to change car doctor water service from a 1" to a 1.5". City supplied 6.5' of 1.5" copper.

Description	Quantity	Unit	Unit Price	Price
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				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total:	$470.00
Bond Fees				$70.50
Added Working Days Requested:	0.5			
			Change Order Total:	**$540.50**

Submitted by: BJ Miller
Cornerstone Excavating, Inc.

Approved by: _____

Date: _____

Contractor's Application for Payment

Owner:	City of Washington	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3424-20B
Contractor:	Cornerstone Excavating, Inc.	**Contractor's Project No.:**	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		
Application No.:	6	**Application Date:**	11/27/2023
Application Period:	**From** 10/21/2023	**to**	11/27/2023

1. Original Contract Price		$ 3,668,641.25
2. Net change by Change Orders		$ (579,492.04)
3. Current Contract Price (Line 1 + Line 2)		$ 3,089,149.21
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 1,992,449.77
5. Retainage		
a. 5% X $ 1,992,449.77 Work Completed		$ 99,622.49
b. 0% X $ - Stored Materials		$ -
c. Total Retainage (Line 5.a + Line 5.b)		$ 99,622.49
6. Amount eligible to date (Line 4 - Line 5.c)		$ 1,892,827.28
7. Less previous payments (Line 6 from prior application)		$ 1,423,331.09
8. Amount due this application		$ 469,496.19
9. Balance to finish, including retainage (Line 3 - Line 6)		$ 1,196,321.93

Contractor's Certification

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

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

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

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

Contractor: BJ Miller

Signature: _____ **Date:** 11/28/2023

Recommended by Engineer		**Approved by Owner**	
By:	_____	**By:**	_____
Title:	Project Manager	**Title:**	_____
Date:	11/28/2023	**Date:**	_____
Approved by Funding Agency			
By:	_____	**By:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3424-20B
Contractor:	Cornerstone Excavating, Inc.	**Contractor's Project No.:**	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 6 **Application Period:** From 10/21/23 to 11/27/23 **Application Date:** 11/27/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Original Contract										
	Division 1 - General				$ -		$ -		$ -		$ -
1.01	Compaction Testing	1	LS	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00		$ 7,500.00	100%	$ -
1.02	Construction Contingency (Allowance)	1	ALW	$ 20,000.00	$ 20,000.00	-	$ -		$ -	0%	$ 20,000.00
1.03	Temporary Mailbox Cluster	1	LS	$ 975.00	$ 975.00	-	$ -		$ -	0%	$ 975.00
1.04	Removals, Miscellaneous	1	LS	$ 14,750.00	$ 14,750.00	0.75	$ 11,062.50		$ 11,062.50	75%	$ 3,687.50
1.05	Remove And Replace Signage	1	LS	$ 9,750.00	$ 9,750.00	1.00	$ 9,750.00		$ 9,750.00	100%	$ -
	Division 2 - Earthwork				$ -		$ -		$ -		$ -
2.01	Topsoil, Strip, Stockpile, Furnish, And Respread	1	LS	$ 34,550.00	$ 34,550.00	0.75	$ 25,912.50		$ 25,912.50	75%	$ 8,637.50
2.02	Unsuitable Soils, Removal And Replacement	50	CY	$ 50.00	$ 2,500.00	50.00	$ 2,500.00		$ 2,500.00	100%	$ -
2.03	Clearing And Grubbing, Tree Removal, Tree Trimming	1	LS	$ 34,950.00	$ 34,950.00	1.00	$ 34,950.00		$ 34,950.00	100%	$ -
	Division 3 - Trench and Trenchless Construction				$ -		$ -		$ -		$ -
3.01	Trench Foundation	50	TON	$ 55.00	$ 2,750.00	50.00	$ 2,750.00		$ 2,750.00	100%	$ -
3.02	Replacement Of Unsuitable Backfill, Trench	50	CY	$ 50.00	$ 2,500.00	50.00	$ 2,500.00		$ 2,500.00	100%	$ -
	Division 4 - Sewers and Drains				$ -		$ -		$ -		$ -
4.01	CCTV 8-Inch Sanitary Sewer, Pre Construction Service Locate	2,346	LF	$ 7.75	$ 18,181.50	1,278.00	$ 9,904.50		$ 9,904.50	54%	$ 8,277.00
4.02	CCTV 10-Inch Sanitary Sewer, Pre Construction Service Locate	746	LF	$ 7.75	$ 5,781.50	285.00	$ 2,208.75		$ 2,208.75	38%	$ 3,572.75
4.03	CCTV 12-Inch Sanitary Sewer, Pre Construction Service Locate	10	LF	$ 62.80	$ 628.00	10.00	$ 628.00		$ 628.00	100%	$ -
4.04	CCTV 4-Inch Sanitary Sewer W/Report, Post Construction Service Inspection	955	LF	$ 7.75	$ 7,401.25	-	$ -		$ -	0%	$ 7,401.25
4.05	CCTV 6-Inch Sanitary Sewer W/Report, Post Construction Service Inspection	832	LF	$ 7.75	$ 6,448.00	-	$ -		$ -	0%	$ 6,448.00
4.06	CCTV Inspection Reversal	5	EA	$ 555.00	$ 2,775.00	2.00	$ 1,110.00		$ 1,110.00	40%	$ 1,665.00
4.07	Sanitary Sewer Main Line, Heavy Cleaning	10	HR	$ 325.00	$ 3,250.00	-	$ -		$ -	0%	$ 3,250.00
4.08	Sanitary Sewer Main Line, Removal Of Heavy Roots	10	HR	$ 325.00	$ 3,250.00	-	$ -		$ -	0%	$ 3,250.00
4.09	Sanitary Sewer Main Line, Removal Of Heavy Scale	10	HR	$ 325.00	$ 3,250.00	-	$ -		$ -	0%	$ 3,250.00
4.10	Sanitary Sewer Main Line, Protruding Tap Cut	10	EA	$ 1,200.00	$ 12,000.00	-	$ -		$ -	0%	$ 12,000.00
4.11	Sanitary Sewer Debris Cutting Removal	10	HR	$ 425.00	$ 4,250.00	5.00	$ 2,125.00		$ 2,125.00	50%	$ 2,125.00
4.12	Remove & Replace Sanitary Service	20	EA	$ 4,275.00	$ 85,500.00	4.00	$ 17,100.00		$ 17,100.00	20%	$ 68,400.00
	Division 5 - Water Main and Appurtenances				$ -		$ -		$ -		$ -
5.01	Cap Existing Water Main In Place	19	EA	$ 2,300.00	$ 43,700.00	8.00	$ 18,400.00		$ 18,400.00	42%	$ 25,300.00
5.02	Removal Of Existing Water Main	30	LF	$ 27.50	$ 825.00	13.00	$ 357.50		$ 357.50	43%	$ 467.50
5.03	Remove And Salvage Existing Fire Hydrant	8	EA	$ 1,750.00	$ 14,000.00	4.00	$ 7,000.00		$ 7,000.00	50%	$ 7,000.00
5.04	Water Main, Connect To Existing, E. Main St. And N. 12Th Ave. Connection 1	1	LS	$ 5,950.00	$ 5,950.00	1.00	$ 5,950.00		$ 5,950.00	100%	$ -
5.05	Water Main, Connect To Existing, E. Main St. And N. 12Th Ave. Connection 2	1	LS	$ 6,550.00	$ 6,550.00	1.00	$ 6,550.00		$ 6,550.00	100%	$ -
5.06	Water Main, Connect To Existing, E. Main St. And N. 14Th Ave.	1	LS	$ 15,025.00	$ 15,025.00	1.00	$ 15,025.00		$ 15,025.00	100%	$ -
5.07	Water Main, Connect To Existing, E. Main St. And N. 15Th Ave.	1	LS	$ 6,880.00	$ 6,880.00	1.00	$ 6,880.00		$ 6,880.00	100%	$ -
5.08	Water Main, Connect To Existing, W. Madison St. And S. H Ave.	1	LS	$ 8,400.00	$ 8,400.00	1.00	$ 8,400.00		$ 8,400.00	100%	$ -
5.09	Water Main, Connect To Existing, W. Madison St.	1	LS	$ 3,835.00	$ 3,835.00	-	$ -		$ -	0%	$ 3,835.00
5.10	Water Main, Connect To Existing, W. Madison St. And S. G Ave.	1	LS	$ 9,835.00	$ 9,835.00	1.00	$ 9,835.00		$ 9,835.00	100%	$ -
5.11	Water Main, Connect To Existing, W. Madison St. And S. F Ave.	1	LS	$ 14,750.00	$ 14,750.00	1.00	$ 14,750.00		$ 14,750.00	100%	$ -
5.12	Water Main, Connect To Existing, W. Madison St. And S. D Ave.	1	LS	$ 8,800.00	$ 8,800.00	1.00	$ 8,800.00		$ 8,800.00	100%	$ -
5.13	Water Main, Connect To Existing, W. Madison St. And S. C Ave.	1	LS	$ 5,600.00	$ 5,600.00	1.00	$ 5,600.00		$ 5,600.00	100%	$ -
5.14	Tapping Valve Assembly, 4"X4"	2	EA	$ 4,750.00	$ 9,500.00	1.00	$ 4,750.00		$ 4,750.00	50%	$ 4,750.00
5.15	Tapping Valve Assembly, 8"X8"	1	EA	$ 11,750.00	$ 11,750.00	1.00	$ 11,750.00		$ 11,750.00	100%	$ -
5.16	Tapping Valve Assembly, 12"X6"	1	EA	$ 8,930.00	$ 8,930.00	-	$ -		$ -	0%	$ 8,930.00
5.17	Tapping Valve Assembly, 12"X8"	4	EA	$ 11,025.00	$ 44,100.00	4.00	$ 44,100.00		$ 44,100.00	100%	$ -

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Washington
Engineer: FOX Strand
Contractor: Cornerstone Excavating, Inc.
Project: 2022 Washington Water Main Improvements
Contract: 2022 Washington Water Main Improvements

Owner's Project No.:
Engineer's Project No.: 3424-20B
Contractor's Project No.:

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Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
5.18	Water Main, 8-Inch, Case 1, Trenched	100	LF	$ 79.00	$ 7,900.00	-	$ -		$ -	0%	$ 7,900.00
5.19	Water Main, 8-Inch, Case 1, Trenched, Restrained Joint	232	LF	$ 90.00	$ 20,880.00	112.00	$ 10,080.00		$ 10,080.00	48%	$ 10,800.00
5.20	Water Main, 8-Inch, Case 1, Trenched Di, Nitrile Gaskets	1,150	LF	$ 92.50	$ 106,375.00	25.00	$ 2,312.50		$ 2,312.50	2%	$ 104,062.50
5.21	Water Main, 8-Inch, Case 1, Trenched Di, Nitrile Gaskets, Restrained Joint	245	LF	$ 127.50	$ 31,237.50	484.00	$ 61,710.00		$ 61,710.00	198%	$ (30,472.50)
5.22	Water Main, 8-Inch, Case 2, Trenchless Pvc Or Di	100	LF	$ 170.00	$ 17,000.00	-	$ -		$ -	0%	$ 17,000.00
5.23	Water Main, 8-Inch, Case 2, Trenchless Di, Nitrile Gaskets	1,160	LF	$ 207.00	$ 240,120.00	2,295.00	$ 475,065.00		$ 475,065.00	198%	$ (234,945.00)
5.24	Water Main, 8-Inch, Case 3, Trenched Or Trenchless	670	LF	$ 175.00	$ 117,250.00	706.00	$ 123,550.00		$ 123,550.00	105%	$ (6,300.00)
5.25	Water Main Service, 1-Inch Hardware, Connection To Existing	53	EA	$ 875.00	$ 46,375.00	43.00	$ 37,625.00		$ 37,625.00	81%	$ 8,750.00
5.26	Water Main Service Pipe, Trenched, 1-Inch Copper	208	LF	$ 49.50	$ 10,296.00	229.00	$ 11,335.50		$ 11,335.50	110%	$ (1,039.50)
5.27	Water Main Service Pipe Trenchless, 1-Inch Copper	1,957	LF	$ 56.00	$ 109,592.00	1,168.00	$ 65,408.00		$ 65,408.00	60%	$ 44,184.00
5.28	Temporary Water Main Service (Contingency)	200	LF	$ 43.00	$ 8,600.00	5.00	$ 215.00		$ 215.00	3%	$ 8,385.00
5.29	Water Service Corporation	53	EA	$ 400.00	$ 21,200.00	44.00	$ 17,600.00		$ 17,600.00	83%	$ 3,600.00
5.30	Water Service Curb Stop And Box	53	EA	$ 515.00	$ 27,295.00	42.00	$ 21,630.00		$ 21,630.00	79%	$ 5,665.00
5.31	Water Main Service Pipe, Abandon Existing	53	EA	$ 325.00	$ 17,225.00	44.00	$ 14,300.00		$ 14,300.00	83%	$ 2,925.00
5.32	Fire Hydrant Assembly	10	EA	$ 8,540.00	$ 85,400.00	10.00	$ 85,400.00		$ 85,400.00	100%	$ -
5.33	Water Main, 4-Inch Resilient Wedge Gate Valve	1	EA	$ 1,850.00	$ 1,850.00	2.00	$ 3,700.00		$ 3,700.00	200%	$ (1,850.00)
5.34	Water Main, 6-Inch Resilient Wedge Gate Valve	1	EA	$ 2,300.00	$ 2,300.00	2.00	$ 4,600.00		$ 4,600.00	200%	$ (2,300.00)
5.35	Water Main, 8-Inch Resilient Wedge Gate Valve	9	EA	$ 3,005.00	$ 27,045.00	11.00	$ 33,055.00		$ 33,055.00	122%	$ (6,010.00)
5.36	Water Main, 12-Inch Resilient Wedge Gate Valve	1	EA	$ 4,995.00	$ 4,995.00	-	$ -		$ -	0%	$ 4,995.00
5.37	Remove Existing Water Main Valve	14	EA	$ 625.00	$ 8,750.00	3.00	$ 1,875.00		$ 1,875.00	21%	$ 6,875.00
5.38	Abandon Existing Water Main Valve In Place	1	EA	$ 5,200.00	$ 5,200.00	0.75	$ 3,900.00		$ 3,900.00	75%	$ 1,300.00
5.39	Water Main Testing And Disinfection	1	LS	$ 12,500.00	$ 12,500.00	1.00	$ 12,500.00		$ 12,500.00	100%	$ -
5.40	Water Main Disconnections	1	LS	$ 23,550.00	$ 23,550.00	1.00	$ 23,550.00		$ 23,550.00	100%	$ -
5.41	Abandon Existing Water Main In Place, W/ Grout	10	LF	$ 225.00	$ 2,250.00	-	$ -		$ -	0%	$ 2,250.00
	Division 6 - Structures for Sanitary and Storm Sewers				$ -		$ -		$ -		$ -
6.01	Remove Existing Storm Sewer Intake	2	EA	$ 2,500.00	$ 5,000.00	3.00	$ 7,500.00		$ 7,500.00	150%	$ (2,500.00)
6.02	Storm Sewer Intake, Sw-501	2	EA	$ 7,150.00	$ 14,300.00	3.00	$ 21,450.00		$ 21,450.00	150%	$ (7,150.00)
	Division 7 - Pavement and Appurtenances				$ -		$ -		$ -		$ -
7.01	Sidewalk Removal And Disposal	675	SY	$ 11.50	$ 7,762.50	661.42	$ 7,606.33		$ 7,606.33	98%	$ 156.17
7.02	PCC Sidewalk, 5-Inch	1,122	SY	$ 90.00	$ 100,980.00	925.92	$ 83,332.80		$ 83,332.80	83%	$ 17,647.20
7.03	Pavement Removal And Disposal	1,513	SY	$ 15.00	$ 22,695.00	873.98	$ 13,109.70		$ 13,109.70	58%	$ 9,585.30
7.04	Removal Of Curb And Gutter	1,045	LF	$ 15.00	$ 15,675.00	606.75	$ 9,101.25		$ 9,101.25	58%	$ 6,573.75
7.05	PCC Full Depth Patch	1,520	SY	$ 175.00	$ 266,000.00	873.98	$ 152,946.50		$ 152,946.50	57%	$ 113,053.50
7.06	PCC Curb And Gutter, 30-Inch	966	LF	$ 75.00	$ 72,450.00	606.75	$ 45,506.25		$ 45,506.25	63%	$ 26,943.75
7.07	PCC Pavement Samples And Testing	1	LS	$ 9,765.00	$ 9,765.00	1.00	$ 9,765.00		$ 9,765.00	100%	$ -
7.08	Detectable Warning Panels	332	SF	$ 75.00	$ 24,900.00	236.50	$ 17,737.50		$ 17,737.50	71%	$ 7,162.50
7.09	Ada Survey	21	EA	$ 350.00	$ 7,350.00	-	$ -		$ -	0%	$ 7,350.00
7.10	Driveway Pavement Removal And Disposal	449	SY	$ 15.00	$ 6,735.00	440.85	$ 6,612.75		$ 6,612.75	98%	$ 122.25
7.11	PCC Commercial Driveway Pavement, 7.5-Inch	191	SY	$ 175.00	$ 33,425.00	217.86	$ 38,125.50		$ 38,125.50	114%	$ (4,700.50)
7.12	PCC Residential Driveway Pavement, 6-Inch	261	SY	$ 150.00	$ 39,150.00	222.99	$ 33,448.50		$ 33,448.50	85%	$ 5,701.50
7.13	Painted Pavement Markings	1	LS	$ 9,875.00	$ 9,875.00	-	$ -		$ -	0%	$ 9,875.00
7.14	Removable Bollard	4	EA	$ 5,225.00	$ 20,900.00	-	$ -		$ -	0%	$ 20,900.00
	Division 8 - Traffic Control				$ -		$ -		$ -		$ -
8.01	Traffic Control & Staging	1	LS	$ 15,300.00	$ 15,300.00	0.75	$ 11,475.00		$ 11,475.00	75%	$ 3,825.00
	Division 9 - Site Work				$ -		$ -		$ -		$ -

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3424-20B
Contractor:	Cornerstone Excavating, Inc.	**Contractor's Project No.:**	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 6 **Application Period:** From 10/21/23 to 11/27/23 **Application Date:** 11/27/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
9.01	Hydraulic Seeding, Fertilizing, And Mulching - Type 1	1.3	AC	$ 10,250.00	$ 13,325.00	0.35	$ 3,587.50		$ 3,587.50	27%	$ 9,737.50
9.02	Filter Sock	500	LF	$ 7.00	$ 3,500.00	10.00	$ 70.00		$ 70.00	2%	$ 3,430.00
9.03	Inlet Protection, Drop-In	14	EA	$ 185.00	$ 2,590.00	-	$ -		$ -	0%	$ 2,590.00
	Division 11 - Miscellaneous				$ -		$ -		$ -		$ -
11.01	Mobilization	1	LS	$ 198,750.00	$ 198,750.00	0.90	$ 178,875.00		$ 178,875.00	90%	$ 19,875.00
11.02	Exploratory Digging	1	LS	$ 34,585.00	$ 34,585.00	0.75	$ 25,938.75		$ 25,938.75	75%	$ 8,646.25
11.03	Maintenance Of Solid Waste Collection	1	LS	$ 9,850.00	$ 9,850.00	0.75	$ 7,387.50		$ 7,387.50	75%	$ 2,462.50
	Division 12 - Washington Blvd. (REMOVED BY CO NO. 1)				$ -		$ -		$ -		$ -
12.01	Cap Existing Water Main In Place	7	EA	$ 1,680.00	$ 11,760.00	-	$ -		$ -	0%	$ 11,760.00
12.02	Tapping Valve Assembly, 4"X4"	2	EA	$ 5,150.00	$ 10,300.00	-	$ -		$ -	0%	$ 10,300.00
12.03	Tapping Valve Assembly, 12"X8"	2	EA	$ 10,075.00	$ 20,150.00	-	$ -		$ -	0%	$ 20,150.00
12.04	Water Main, 8-Inch, Case 2, Trenchless PVC Or Di	848	LF	$ 220.00	$ 186,560.00	-	$ -		$ -	0%	$ 186,560.00
12.05	Water Main Service, 1-Inch Hardware, Connection To Existing	18	EA	$ 490.00	$ 8,820.00	-	$ -		$ -	0%	$ 8,820.00
12.06	Water Main Service Pipe Trenchless, 1-Inch Copper	869	LF	$ 80.00	$ 69,520.00		$ -		$ -	0%	$ 69,520.00
12.07	Water Main Service Pipe Trenched, 1-Inch Copper	30	LF	$ 57.00	$ 1,710.00	-	$ -		$ -	0%	$ 1,710.00
12.08	Water Service Curb Stop & Box	18	EA	$ 475.00	$ 8,550.00	-	$ -		$ -	0%	$ 8,550.00
12.09	Water Main Service Pipe, Abandon Existing	18	EA	$ 375.00	$ 6,750.00		$ -		$ -	0%	$ 6,750.00
12.10	Fire Hydrant Assembly	1	EA	$ 8,540.00	$ 8,540.00		$ -		$ -	0%	$ 8,540.00
12.11	Water Main, 8-Inch Resilient Wedge Gate Valve	2	EA	$ 3,600.00	$ 7,200.00		$ -		$ -	0%	$ 7,200.00
12.12	Sidewalk Removal And Disposal	114	SY	$ 14.50	$ 1,653.00		$ -		$ -	0%	$ 1,653.00
12.13	PCC Sidewalk, 5-Inch	115	SY	$ 300.00	$ 34,500.00		$ -		$ -	0%	$ 34,500.00
12.14	Pavement Removal And Disposal	184	SY	$ 14.50	$ 2,668.00		$ -		$ -	0%	$ 2,668.00
12.15	Brick Paver Removal And Salvage	25	SY	$ 325.00	$ 8,125.00		$ -		$ -	0%	$ 8,125.00
12.16	Removal Of Curb And Gutter	40	LF	$ 32.50	$ 1,300.00		$ -		$ -	0%	$ 1,300.00
12.17	Driveway Pavement Removal And Disposal	25	SY	$ 22.00	$ 550.00		$ -		$ -	0%	$ 550.00
12.18	PCC Full Depth Patch	126	SY	$ 175.00	$ 22,050.00		$ -		$ -	0%	$ 22,050.00
12.19	PCC Curb And Gutter, 30-Inch	40	LF	$ 75.00	$ 3,000.00		$ -		$ -	0%	$ 3,000.00
12.20	Brick Paver Patch, Restoration Of Existing Pavers	65	SY	$ 223.00	$ 14,495.00		$ -		$ -	0%	$ 14,495.00
12.21	PCC Residential Driveway Pavement, 6-Inch	26	SY	$ 150.00	$ 3,900.00		$ -		$ -	0%	$ 3,900.00
12.22	Hydraulic Seeding, Fertilizing, And Mulching - Type 1	0.50	AC	$ 8,500.00	$ 4,250.00		$ -		$ -	0%	$ 4,250.00
12.23	Compaction Testing	1	LS	$ 6,225.00	$ 6,225.00		$ -		$ -	0%	$ 6,225.00
12.24	Removals, Miscellaneous	1	LS	$ 10,250.00	$ 10,250.00		$ -		$ -	0%	$ 10,250.00
12.25	Remove And Replace Signage	1	LS	$ 4,585.00	$ 4,585.00		$ -		$ -	0%	$ 4,585.00
12.26	Topsoil, Strip, Stockpile, Furnish, And Respread	1	LS	$ 12,500.00	$ 12,500.00		$ -		$ -	0%	$ 12,500.00
12.27	Clearing And Grubbing, Tree Removal, Tree Trimming	1	LS	$ 7,500.00	$ 7,500.00		$ -		$ -	0%	$ 7,500.00
12.28	Water Main, Connect To Existing, W. Washington Blvd And S. F Ave.	1	LS	$ 10,500.00	$ 10,500.00		$ -		$ -	0%	$ 10,500.00
12.29	Water Main, Connect To Existing, W. Washington Blvd And S. D Ave.	1	LS	$ 10,500.00	$ 10,500.00		$ -		$ -	0%	$ 10,500.00
12.30	Pcc Pavement Samples And Testing	1	LS	$ 5,500.00	$ 5,500.00		$ -		$ -	0%	$ 5,500.00
12.31	Traffic Control & Staging	1	LS	$ 5,500.00	$ 5,500.00		$ -		$ -	0%	$ 5,500.00
12.32	Mobilization	1	LS	$ 25,500.00	$ 25,500.00		$ -		$ -	0%	$ 25,500.00
12.33	Exploratory Digging	1	LS	$ 7,850.00	$ 7,850.00		$ -		$ -	0%	$ 7,850.00
12.34	Water Main Testing And Disinfection	1	LS	$ 5,500.00	$ 5,500.00		$ -		$ -	0%	$ 5,500.00
12.35	Water Main Disconnections	1	LS	$ 4,865.00	$ 4,865.00		$ -		$ -	0%	$ 4,865.00
12.36	Water Main Casing With Watertight End Seals, Dip, 8-Inch	20	LF	$ 315.00	$ 6,300.00		$ -		$ -	0%	$ 6,300.00
	Division 13 - Bike Trail				$ -		$ -		$ -		$ -

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington
Engineer:	FOX Strand
Contractor:	Cornerstone Excavating, Inc.
Project:	2022 Washington Water Main Improvements
Contract:	2022 Washington Water Main Improvements

Owner's Project No.:
Engineer's Project No.: 3424-208
Contractor's Project No.:

Application No.: 6 **Application Period:** From 10/21/23 to 11/27/23 **Application Date:** 11/27/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated In the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
13.01	PCC Bike Trail, 6.5-Inch	734	SY	$ 80.00	$ 58,720.00		$ -		$ -	0%	$ 58,720.00
13.02	ADA Survey	4	EA	$ 350.00	$ 1,400.00		$ -		$ -	0%	$ 1,400.00
13.03	Detectable Warning Panels	95	SF	$ 75.00	$ 7,125.00		$ -		$ -	0%	$ 7,125.00
	Bid Alternate No. 1				$ -		$ -		$ -		$ -
A1.01	Compaction Testing	1	LS	$ 7,750.00	$ 7,750.00		$ -		$ -	0%	$ 7,750.00
A1.02	Removals, Miscellaneous	1	LS	$ 10,350.00	$ 10,350.00		$ -		$ -	0%	$ 10,350.00
A1.03	Remove And Replace Signage	1	LS	$ 5,500.00	$ 5,500.00		$ -		$ -	0%	$ 5,500.00
A1.04	CCTV 8-Inch Sanitary Sewer, Pre Construction Service Locate	870	LF	$ 8.25	$ 7,177.50		$ -		$ -	0%	$ 7,177.50
A1.05	CCTV 4-Inch Sanitary Sewer W/Report, Post Construction Service Inspection	315	LF	$ 8.25	$ 2,598.75		$ -		$ -	0%	$ 2,598.75
A1.06	CCTV 8-Inch Sanitary Sewer W/Report, Post Construction Service Inspection	315	LF	$ 8.25	$ 2,598.75		$ -		$ -	0%	$ 2,598.75
A1.07	CCTV Inspection Reversal	3	EA	$ 540.00	$ 1,620.00		$ -		$ -	0%	$ 1,620.00
A1.08	Sanitary Sewer Main Line, Heavy Cleaning	10	HR	$ 355.00	$ 3,550.00		$ -		$ -	0%	$ 3,550.00
A1.09	Sanitary Sewer Main Line, Removal Of Heavy Roots	10	HR	$ 325.00	$ 3,250.00		$ -		$ -	0%	$ 3,250.00
A1.10	Sanitary Sewer Main Line, Removal Of Heavy Scale	10	HR	$ 325.00	$ 3,250.00		$ -		$ -	0%	$ 3,250.00
A1.11	Sanitary Sewer Main Line, Protruding Tap Cut	10	EA	$ 1,200.00	$ 12,000.00		$ -		$ -	0%	$ 12,000.00
A1.12	Sanitary Sewer Debris Cutting Removal	10	HR	$ 425.00	$ 4,250.00		$ -		$ -	0%	$ 4,250.00
A1.13	Cap Existing Water Main In Place	2	EA	$ 1,900.00	$ 3,800.00		$ -		$ -	0%	$ 3,800.00
A1.14	Removal Of Existing Water Main	40	LF	$ 47.50	$ 1,900.00		$ -		$ -	0%	$ 1,900.00
A1.15	Removal Of Existing Water Main Valve	3	EA	$ 2,200.00	$ 6,600.00		$ -		$ -	0%	$ 6,600.00
A1.16	Remove And Salvage Existing Fire Hydrant	2	EA	$ 1,700.00	$ 3,400.00		$ -		$ -	0%	$ 3,400.00
A1.17	Water Main, Connect To Existing, W. Madison St. And Hwy 1	1	LS	$ 4,500.00	$ 4,500.00		$ -		$ -	0%	$ 4,500.00
A1.18	Water Main, Connect To Existing, W. Madison St. And S. H Ave.	1	LS	$ 9,765.00	$ 9,765.00		$ -		$ -	0%	$ 9,765.00
A1.19	Tapping Valve Assembly, 12"X8"	1	EA	$ 10,475.00	$ 10,475.00		$ -		$ -	0%	$ 10,475.00
A1.20	Water Main, Installation Case 1, Trenched Di W/ Nitrile Gaskets	30	LF	$ 84.50	$ 2,535.00		$ -		$ -	0%	$ 2,535.00
A1.21	Water Main, Installation Case 2, Trenchless Di W/ Nitrile Gaskets	1,348	LF	$ 99.25	$ 133,789.00		$ -		$ -	0%	$ 133,789.00
A1.22	Water Main, Installation Case 3, Trenched Or Trechless Di W/ Nitrile Gaskets	10	LF	$ 115.00	$ 1,150.00		$ -		$ -	0%	$ 1,150.00
A1.23	Water Main Service, 1-Inch Hardware, Connection To Existing	19	EA	$ 715.00	$ 13,585.00		$ -		$ -	0%	$ 13,585.00
A1.24	Water Main Service Pipe, Trenched, 1-Inch Copper	84	LF	$ 49.50	$ 4,158.00		$ -		$ -	0%	$ 4,158.00
A1.25	Water Main Service Pipe Trenchless, 1-Inch Copper	615	LF	$ 54.50	$ 33,517.50		$ -		$ -	0%	$ 33,517.50
A1.26	Temporary Water Main Service, Contingency	100	LF	$ 43.00	$ 4,300.00		$ -		$ -	0%	$ 4,300.00
A1.27	Water Service Corporation	19	EA	$ 325.00	$ 6,175.00		$ -		$ -	0%	$ 6,175.00
A1.28	Water Service Curb Stop And Box	19	EA	$ 375.00	$ 7,125.00		$ -		$ -	0%	$ 7,125.00
A1.29	Water Main Service Pipe, Abandon Existing	19	EA	$ 325.00	$ 6,175.00		$ -		$ -	0%	$ 6,175.00
A1.30	Fire Hydrant Assembly	6	EA	$ 9,550.00	$ 57,300.00		$ -		$ -	0%	$ 57,300.00
A1.31	Water Main, 8-Inch Resilient Wedge Gate Valve	1	EA	$ 2,950.00	$ 2,950.00		$ -		$ -	0%	$ 2,950.00
A1.32	Abandon Existing Water Main Valve In Place	2	EA	$ 5,150.00	$ 10,300.00		$ -		$ -	0%	$ 10,300.00
A1.33	Water Main Testing And Disinfection	1	LS	$ 7,065.00	$ 7,065.00		$ -		$ -	0%	$ 7,065.00
A1.34	Water Main Disconnections	1	LS	$ 10,700.00	$ 10,700.00		$ -		$ -	0%	$ 10,700.00
A1.35	Sidewalk Removal And Disposal	87	SY	$ 30.00	$ 2,610.00		$ -		$ -	0%	$ 2,610.00
A1.36	PCC Sidewalk, 5-Inch	293	SY	$ 300.00	$ 87,900.00		$ -		$ -	0%	$ 87,900.00
A1.37	Pavement Removal And Disposal	53	SY	$ 30.00	$ 1,590.00		$ -		$ -	0%	$ 1,590.00
A1.38	Removal Of Curb And Gutter	81	LF	$ 27.50	$ 2,227.50		$ -		$ -	0%	$ 2,227.50
A1.39	PCC Full Depth Patch	69	SY	$ 400.00	$ 27,600.00		$ -		$ -	0%	$ 27,600.00
A1.40	PCC Curb And Gutter, 30-Inch	81	LF	$ 75.00	$ 6,075.00		$ -		$ -	0%	$ 6,075.00
A1.41	PCC Pavement Samples And Testing	1	LS	$ 6,500.00	$ 6,500.00		$ -		$ -	0%	$ 6,500.00

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3424-20B
Contractor:	Cornerstone Excavating, Inc.	**Contractor's Project No.:**	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 6 **Application Period:** From 10/21/23 to 11/27/23 **Application Date:** 11/27/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
A1.42	Detectable Warning Panels	1	SF	$ 75.00	$ 75.00		$ -		$ -	0%	$ 75.00
A1.43	ADA Survey	1	EA	$ 350.00	$ 350.00		$ -		$ -	0%	$ 350.00
A1.44	Driveway Pavement Removal And Disposal	158	SY	$ 30.00	$ 4,740.00		$ -		$ -	0%	$ 4,740.00
A1.45	PCC Commercial Driveway Pavement, 7.5-Inch	138	SY	$ 175.00	$ 24,150.00		$ -		$ -	0%	$ 24,150.00
A1.46	PCC Residential Driveway Pavement, 6-Inch	3	SY	$ 1,500.00	$ 4,500.00		$ -		$ -	0%	$ 4,500.00
A1.47	Traffic Control & Staging	1	LS	$ 11,500.00	$ 11,500.00		$ -		$ -	0%	$ 11,500.00
A1.48	Hydraulic Seeding, Fertilizing, And Mulching - Type 1	0.30	AC	$ 10,000.00	$ 3,000.00		$ -		$ -	0%	$ 3,000.00
A1.49	Filter Sock	100	LF	$ 7.00	$ 700.00		$ -		$ -	0%	$ 700.00
A1.50	Inlet Protection, Drop-In	5	EA	$ 185.00	$ 925.00		$ -		$ -	0%	$ 925.00
A1.51	Mobilization	1	LS	$ 19,850.00	$ 19,850.00		$ -		$ -	0%	$ 19,850.00
A1.52	Exploratory Digging	1	LS	$ 5,250.00	$ 5,250.00		$ -		$ -	0%	$ 5,250.00
A1.53	Abandon Existing Water Main In Place, W/ Grout	1,195	LF	$ 30.00	$ 35,850.00		$ -		$ -	0%	$ 35,850.00
					-		-		-		-
					-		-		-		-
				Original Contract Totals	$ 3,668,641.25		$ 1,981,135.58	$ -	$ 1,981,135.58	54%	$ 1,687,505.67

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Washington	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3424-20B
Contractor:	Cornerstone Excavating, Inc.	**Contractor's Project No.:**	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 6 **Application Period:** From 10/21/23 to 11/27/23 **Application Date:** 11/27/23

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
					-		-		-		-
CO 1.1	Remove Division 12 Items (See CO No. 1)	1.00	LS	$ (559,426.00)	(559,426.00)		-		-	0%	$ (559,426.00)
CO 1.2	Remove Multi-Use Trail (CO No. 1)	(734.00)	SY	$ 80.00	(58,720.00)		-		-	0%	$ (58,720.00)
CO 1.3	Multi Use Trail to 5' Sidewalk (CO No. 1)	367.00	SY	$ 130.35	47,838.45		-		-	0%	$ 47,838.45
CO 2.0	Change in project scope along park from open trench to trenchless	1.00	LS	$ (20,498.68)	(20,498.68)		-		$ -	0%	$ (20,498.68)
CO 3.1	F Ave intersection 12" water main repair	1.00	LS	$ 9,523.64	9,523.64	1.00	$ 9,523.64		$ 9,523.64	100%	$ -
CO 3.2	G Ave intersection	1.00	LS	$ 1,250.05	1,250.05	1.00	$ 1,250.05		$ 1,250.05	100%	$ -
CO 3.3	Additional cost for 1.5" water service at 502 W. Madison St.	1.00	LS	$ 540.50	540.50	1.00	$ 540.50		$ 540.50	100%	$ -
					-		-		-		-
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				Change Order Totals	$ (579,492.04)		$ 11,314.19	$ -	$ 11,314.19	-2%	$ (590,806.23)
Original Contract and Change Orders											
				Project Totals	$ 3,089,149.21		$ 1,992,449.77	$ -	$ 1,992,449.77	64%	$ 1,096,699.44

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Washington	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3424-20B
Contractor:	Cornerstone Excavating, Inc.	**Contractor's Project No.:**	
Project:	2022 Washington Water Main Improvements		
Contract:	2022 Washington Water Main Improvements		

Application No.: 6 **Application Period:** From 10/21/23 to 11/27/23 **Application Date:** 11/27/23

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
								-			-	-
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					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON, IOWA, INCORPORATING A NEW CHAPTER REGARDING CROSS CONNECTION CONTROLS.

WHEREAS, in order to protect the City's potable water supply, the City Council of the City of Washington has heretofore deemed it necessary and desirable to implement a cross connection control ordinance; and

WHEREAS, the City administration with the assistance of the Iowa Rural Water Association has drafted a proposed cross connection control ordinance that now requires passage by the Washington City Council.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Amendment. The Code of Ordinances of the City of Washington, Iowa, is hereby amended to add and incorporate a new chapter entitled "Cross Connection Control" to its code of ordinances, which reads as follows:

"CROSS CONNECTION CONTROL.

Section 1. Definitions. When used in this chapter, the following terms shall have the following meanings:

1. "Approved Backflow Prevention Assembly for Containment" means an assembly that has been approved by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USC) and meets AWWA standard C511-89 for Reduced Pressure Assemblies and ANSI/AWWA Standard C510-17 (R21) for Double Check Assemblies.
2. "Backflow" means the undesirable reverse of flow of water contaminants or pollutants into the public water drinking supply as a result of a cross-connection. Backflow may occur through backpressure or backsiphonage.
3. "Backpressure" means Backflow caused by water pressure in a facility that is higher than the pressure of the public drinking water supply. This may be caused by pumps, boilers, gravity or other sources of pressure.
4. "Backsiphonage" means the reverse flow of used, contaminated, or polluted water from a plumbing fixture or device into the public drinking water due to reduced pressure. This can be caused by firefighting, water main breaks or repairs.

18. "Water Service" means the physical connection between a public water system and the Customer's building, property or private water system or the act of providing potable water to a Customer.

Section 2. Responsibility for Administration. The Superintendent shall administer, implement and enforce the provisions of this chapter. Any powers granted or duities imposed upon the Superintendent may be delegated by the Superintendent to persons or entities acting in the beneficial interest or employ of the City.

Section 3. Right of Entry. Upon proper identification presented by the Superintendent or his/her designee or upon the granting of a search warrant by a court of competent jurisdiction, the Superintendent shall be permitted access to a Customer's building or property for the purposes of inspection and to ensure compliance with this chapter.

Section 4. New water services. Prior to connection of any new water service, the Customer or Customer's agent shall submit plans for a new water service to the Superintendent for review. The Superintendent shall determine the type of backflow prevention assembly required for containment based upon the Degree of Hazard. The Superintendent shall require the installation of the appropriate backflow prevention assembly for Containment prior to the initiation of water service. All new service lines are subject to the requirements of the plumbing code pertaining to backflow prevention.

Section 5. Cross Connections prohibited. All Cross Connections from any well or other source of water to any piping systems connected to the Distribution System are prohibited.

Section 6. Customer responsibility. Each Customer shall be responsible that no Cross Connections exist on the Customer's property or premises unless an approved backflow prevention device has been installed and maintained by the Customer.

Section 7. Backflow Devices required. Backflow prevention devices at the entrance to the water service system are required for the following:

a. In the case of a potential of a Cross Connection where a hazardous condition exists;
b. All new commercial or industrial, or newly remodeled commercial or industrial buildings;
c. All multi-tenant residential properties; and
d. Permanently installed lawn irrigation devices; and
e. Any case where the Superintendent believes that the Degree of Hazard warrants the installation of a backflow prevention device.

Section 13. Annual Inspection Required. The Customer which has an approved backflow prevention device installed on the Customer's property or premises shall have each backflow prevention device tested annually by a backflow prevention assembly technician registered with the Iowa Department of Public Health. Proof of said annual test shall be submitted no later than July 1st of each year (the "Annual Backflow Test Date"). The Customer shall show compliance with this Annual Inspection Requirement by submitting a report of each test to the Superintendent by the Annual Backflow Test Date. The Customer shall promptly, but no later than 30 days after being notified of a malfunctioning backflow prevention device, repair and/or replace said malfunctioning backflow prevention device.

Section 14. Disconnection from Water Service Pipe authorized. In addition to the remedies expressed elsewhere in this chapter, the City may, disconnect the Customer from the City's water distribution system for violation of this chapter.

2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

4. 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 _____, 202_.

_____
Millie Younquist, Mayor Pro tem

Attest:

_____
City Clerk

Approved on First Reading: _____
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

Previously Approved Projects/Purchases Capital Projects		Offsetting RV	RV Source	Other Notes
300- Capital Equipment	62,463.01		Balance in Cap Equip, Transfer in from Railroad funds	-Fire Pickup Truck and upfit cost
300- Capital Equipment		183,190.47	FEMA Grant ($183,190)/GO Bond Issue ($37,710)	-Replacement SCBA's - Fire Equipment (purchased last FY)
301 - Airport Fuel Farm	157,527.00	133,898.00	85% State Funded Grant	-15% Airport Funded with transfer
301 - Airport Solar Project	140,000.00	140,000.00	Federal Grant	
301 - Re-lighting Runway 18/36	40,000.00	34,000.00	85% State Funded Grant	-15% Road Use Funded with transfer
301 -Whitesell Development	6,382.00		Road Use Transfer	-Carryover project FY22- Seeding/Sidewalk S 12th
301 - East Adams Paving	275,000.00			-Carry over project from FY22 using GO Bonds from 2020/Special Assessments
301 - MSJ - Country Club View Subdivision	9,429.37		GO Bond Issue	-Carryover project FY 23 Includes sewer boring as well as our portion of infrastructure; funded by ARPA funds/transfers
301 - S Ave E Project	34,300.00		Road Use Transfer	-Carryover project from FY21 - Easement/Retaining wall
301 - W Buchanan	46,148.00	46,448.00	State DOT Reimbursement	-Carryover project from FY22
301 - Wellness Park	48,000.00		Transfer from Riverboat Capital Projects	-Wellness Park Phase 3 Master Plan
308 - Industrial Development	3,400.00	55,344.00	Sale of Lots	-Lot Expenses
308 - Industrial Development	3,500.00			-Hotel Group TIF legal fees
308 - Industrial Development	14,000.00			-Farm management operating expenses

Previously Approved Projects/Purchases Other expenses			Offsetting RV	RV Source	Other Notes
001 - General Fund (Police)	6230	15,000.00			-Academy cost for Fraise, Mileage, Other Training
001- General Fund (Police)	6181	4,200.00			-Uniform expense for Officer Fraise
001 - General Fund (Police)	6199	500.00			-New hire testing expenses
001 - General Fund (Police)	6499	1,720.00			-Asbestos testing on old evidence storage building
001 - General Fund (Fire)	6499	17,000.00			-Rescue boat passthrough funding
001 - General Fund (Fire)	6331	7,000.00			-Fuel expense higher due to calls (including EMS)
001 - General Fund (Fire)	6332	22,602.76			-Aerial platform repair - fire damage, covered by insurance proceeds received last fiscal year
001 - General Fund (Fire)	6723	2,625.00	2,625.00	DNR Grant	-Fire Safe Helmets
001 - General Fund (Fire)			3,875.00	DNR Grant	-Grant proceeds for radio purchase from prior fiscal year
001 - General Fund (Cemetery)	6030	25,060.00			-Adjust budget for seasonal wages ommitted in original budget - wages
001 - General Fund (Cemetery)	6110	1,917.41			-Adjust budget for seasonal wages ommitted in original budget - FICA
001 - General Fund (Cemetery)	6130	2,366.06			-Adjust budget for seasonal wages ommitted in original budget - IPERS
001 - General Fund (Admin)	6150	6,150.00			-General Insurance increase larger than budgeted
001 - General Fund (Admin)	6402	3,000.00			-Increased advertising expenses including clerk search
110 - Street Maintenance Expense	6417	33,250.00	15,000.00	Reimb from Marion Ave	-S B Ave/ Marion Ave Alley Repair
134 - Downtown TIF	6493	2,137.71		Fund Balance	-Missed TIF Rebate Payment from FY23
570- Library Gift	6350	1,500.00	183,815.97	Gift Donations	-Equipment Repair
570- Library Gift	6419	3,000.00		See above	-Computer Replacements
570- Library Gift	6490	41,509.46		See above	'-FEH Design payments for Makerspace project
570- Library Gift	6502	5,000.00	6,000.00	Interest	'-Digital Materials
570- Library Gift	6509	2,500.00		See above	'-Fiber Arts February Funding
570- Library Gift	6721	10,000.00		See above	'-Makerspace non grant funded expenses
570- Library Gift	6770	400,360.00	175,000.00	Foundation Reimbursement	-Makerspace construction expenses
580 - Cemetery Gift	6599	1,000.00		Transfer from Riverboat CP	- Woodlawn fence repair
600 - Water Fund	6350	36,360.00			- Well #5 pump
610 - Sewer Fund	6407	25,000.00			-Nutrient Reduction Study/Bazooka Consultation

Total	$1,510,907.78	$979,196.44	

Transfers (Included Above)

From	Out Amount	To	In Amount	Purpose
Capital Projects	16,475.00	Capital Equip	16,475.00	Public Safety Equip
Road Use	6,382.00	Capital Projects	6,382.00	S 12th Seeding
Road Use	34,300.00	Capital Projects	34,300.00	S E Ave
Riverboat Cap Proj	1,000.00	Cemetery Gift	1,000.00	Woodlawn Cemetery Fence
	58,157.00		58,157.00	

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of WASHINGTON
Fiscal Year July 1, 2023 - June 30, 2024

The City of WASHINGTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 12/19/2023 06:00 PM	**Contact:** Kelsey Brown	**Phone:** (319) 653-6584 ext: 122

Meeting Location: 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. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	4,075,999	0	4,075,999
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,075,999	0	4,075,999
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	356,317	0	356,317
Other City Taxes	6	1,342,642	0	1,342,642
Licenses & Permits	7	121,300	0	121,300
Use of Money & Property	8	299,558	6,000	305,558
Intergovernmental	9	2,856,430	544,036	3,400,466
Charges for Service	10	5,460,916	0	5,460,916
Special Assessments	11	25,000	0	25,000
Miscellaneous	12	812,771	429,160	1,241,931
Other Financing Sources	13	0	0	0
Transfers In	14	6,576,251	58,157	6,634,408
Total Revenues & Other Sources	15	21,927,184	1,037,353	22,964,537
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,265,117	70,648	2,335,765
Public Works	17	1,325,304	33,250	1,358,554
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,196,732	494,213	1,690,945
Community and Economic Development	20	619,666	2,138	621,804
General Government	21	1,611,438	9,150	1,620,588
Debt Service	22	1,494,427	840,149	2,334,576
Capital Projects	23	1,059,871	0	1,059,871
Total Government Activities Expenditures	24	9,572,555	1,449,548	11,022,103
Business Type/Enterprise	25	7,230,676	61,360	7,292,036
Total Gov Activities & Business Expenditures	26	16,803,231	1,510,908	18,314,139
Transfers Out	27	6,576,251	58,157	6,634,408
Total Expenditures/Transfers Out	28	23,379,482	1,569,065	24,948,547
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,452,298	-531,712	-1,984,010
Beginning Fund Balance July 1, 2023	30	9,916,232	-550,473	9,365,759
Ending Fund Balance June 30, 2024	31	8,463,934	-1,082,185	7,381,749

Explanation of Changes: Carryover Capital projects, training costs, makerspace expenses, amend beginning balance

RESOLUTION NO. 2023-_____

A RESOLUTION NAMING CITY PERSONNEL AUTHORIZED TO ACCESS FINANCIAL ACCOUNTS AND CONDUCT BANKING ACTIVITIES ON BEHALF OF THE CITY OF WASHINGTON, IOWA

WHEREAS, the City Council of the City of Washington, Iowa, desires to establish the signatories for financial activities; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Iowa, hereby authorizes the following individuals to open and close accounts, purchase and redeem investments in accordance with the City's Investment Policy, transfer funds between City accounts and at the Washington State Bank and between financial institutions the City does business with, to pick up bank statements access safe deposit box, and sign checks (two signatures required):

City Administrator – Deanna McCusker
City Finance Director – Kelsey Brown
City Clerk – Amanda Waugh

PASSED AND APPROVED this 5th day of December, 2023.

_____
Millie Youngquist, Mayor Pro Tem

ATTEST:

_____
Amanda Waugh, City Clerk

RESOLUTION NO. _____

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

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

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

The property of Coronel, Andre A. at 615 E Tyler St. for the amount of $170.20. Legal Description (02 S CIRCLE DR SD LOT 3K & FOSS SD). Parcel Number (1120253025),

The property of Yenter, Jeffery A.. at 307 N D Ave. for the amount of $192.00. Legal Description (04 M M YOUNGS ADD LOT A EXC S 72 FT). Parcel Number (1117162007),

And

The property of the U. S. Dept of Agriculture at 1512 North 2nd Ave. for the amount of $257.40. Legal Description (12 02 TINDAL SD). Parcel Number (1108331029).

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 __ day of December 2023.

_____
Millie Youngquist, Mayor Pro Tem

Attest:

_____
Kelsey Brown, Deputy City Clerk

RESOLUTION NO. 2023-____

RESOLUTION ACCEPTING THE ADAMS STREET RECONSTRUCTION PROJECT AS COMPLETED

WHEREAS, the City Council of the City of Washington did award a construction contract to Cornerstone Excavating, Inc., in the amount of $1,463,694.75 for the "Adams Street Reconstruction Project" (the "Project") on March 16, 2022; 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 and issue final payment.

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 $1,496,332.15.

Section 3. That retainage in the amount of $74,816.61for the completion of the Project will be paid following approval of this Resolution if no claims have been filed against the retainage without further action from the Council.

PASSED AND APPROVED this 5th day of December, 2023.

_____
Millie Youngquist, Mayor Pro Tem

ATTEST:

_____
Amanda Waugh, City Clerk

GARDEN & ASSOCIATES, LTD.

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

November 30, 2023

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

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

Honorable Mayor and Council:

I hereby state that the work of Adams Street Reconstruction – Washington, Iowa - 2022 under contract bearing the date of March 16, 2022 by and between the City of Washington, Iowa (Owner) and Cornerstone Excavating, Inc. (Contractor) has been completed and substantially complies with the terms, conditions, and stipulations of the plans and specifications for said improvements. Seeding will be reviewed in spring 2024 and any deficient areas will be repaired.

Respectfully submitted this 30th day of November, 2023.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

cc: Cornerstone Excavating, Inc.

JP/fs

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 8 - Final

	Application Period: Work Thru 10/31/23	Application Date: 10/31/2023
To (Owner): City of Washington	From (Contractor): Cornerstone Excavating Inc.	Via (Engineer): Garden & Associates, Ltd.
Project: Adams Street Reconstruction	Contract: Adams Street Reconstruction	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 5019061

Contract Working Day Summary:

Original Contract Time:	
Added by Change Order:	
Contract Time To Date:	
Working Days Used to Date:	
Working Days Remaining:	

Application For Payment
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
1	$4,320.00	
2	$6,600.00	
3	$21,717.40	
TOTALS	$32,637.40	
NET CHANGE BY CHANGE ORDERS	$32,637.40	

1. ORIGINAL CONTRACT PRICE	$	$1,463,694.75
2. Net change by Change Orders	$	$32,637.40
3. Current Contract Price (Line 1 ± 2)	$	$1,496,332.15
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$1,496,332.15
5. RETAINAGE:		
a. 5% X _____ Work Completed	$	
b. 5% X _____ Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$1,496,332.15
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$1,421,515.54
8. AMOUNT DUE THIS APPLICATION	$	$74,816.61
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	

Contractor's Certification

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

Contractor Signature

By: _____ Date: 11/30/23

Payment of: $ **$74,816.61**
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jack Cooper 11-30-2023
(Engineer) (Date)

Payment of: $ **$74,816.61**
(Line 8 or other - attach explanation of the other amount)

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

EJCDC® C-620 Contractor's Application for Payment
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Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Amanda Waugh, 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

December 5, 2023

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Additional Information Related to the Hotel Development Agreement

The City has entered into development agreements and used TIF as the economic development tool with Commercial Businesses in the past: Wiley/Dollar Tree, Marshall's, IRE, Bazooka. These agreements were for things to assist the business with a new building, expansions, infrastructure, etc.

For Wiley/Dollar Tree, it was to run the sidewalk out along Hwy 92 and infrastructure. The contingency was that Dollar Tree had to be built then the City would reimburse the utility costs. $55,000

For IRE, it was to assist with a stormwater retention area for the business. The City reimbursed $100,000 to IRE for this project.

Additionally, the City has entered into development agreements with housing developments, including Briarwood. The Briarwood project cost $1,400,000 and the City is rebating back 100% of the incremental taxes not to exceed $336,000 over 15 years. This reimbursement equals 24% of the total project.

The City also entered into a development agreement with Oakwood subdivision. The annual reimbursement is 64% of the tax increment up to $450,000 over 10 years. The project was $2,400,000. This reimbursement equates 19% of the total project.

Development agreement with Bazooka for their building expansion. $200,000. The project was $1,500,000. So 13% of the project.

The hotel project is an estimated $8,500,000 project. The development agreement is written to provide a rebate back to the developers in the amount not to exceed $1,500,000

over 10 years or whichever comes first. This means that the Washington Hotel Group will pay their taxes like normal and then in June we will rebate the TIF taxes on the increment. This rebate **equals 18% of the total project**. With this project the City is **not** upfronting any of the project expenses, like many of the housing projects have been. So the property owners will pay their taxes to the County just like every other property owner. Once the city receives our portion, which is increased if it is in a TIF district, then the City will rebate part of it back to the property owners. So the City takes the taxes received on this property and rebates it back to the property owners. No other property owners taxes are given to the Developers of the hotel. They will only receive taxes back that they have already paid!!!

TIF Taxes:

Net Assessed Value	$5,500,000
- Base Value	-$50,000
Incremental Value	$5,450,000

Calculate Residential Rollback on $150,000 (46.3428)	$69,514
Calculate Commercial Rollback on $5,300,000 (90)	$4,770,000
Gross Taxable Value	$4,839,514
TIF Levy Rate (per $1000)	**35.26162**
Incremental Taxes (TIF Taxes Paid to City)	**$170,649**
100% of increment taxes (if we certify 100%)	$170,649
$1.5M is lowest amount to make things work	$150,000 annually
Net amount the City will retain annually	**$20,649**
After 10 years Amount City would have after the Rebate	**$206,490**

Total Actual Taxes:
(includes City, County, School)

Net Assessed Value	$5,500,000
Calculate Residential Rollback on $150,000 (46.3428)	$69,514
Calculate Commercial Rollback on $5,350,000 (90)	$4,815,000
Gross Taxable Value	$4,884,514
Levy Rate (per $1000)	**44.011422**
Net Taxes Due (Total Taxes Owed)	**$214,974**

The difference in Levy Rate and TIF Rate is certain levies the City can't take away from the entity, like certain school and college debt levies.

City Taxes Only

Net Assessed Value	$5,500,000
Calculate Residential Rollback on $150,000 (46.3428)	$69,514
Calculate Commercial Rollback on $5,350,000 (90)	$4,815,000
Gross Taxable Value	$4,884,514
City Levy Rate (per $1000)	16.25931
Net City Taxes Due	**$79,419/annually**

***Current taxes to the City on bare land after annexation $399/annually

TIF or Tax Increment Financing is an economic tool that cities use to provide incentives to businesses to attract them to your community. Cities all over the state use this tool. North Liberty has used TIF to attract new businesses to their community.

Other Benefits from a Hotel:

Increase in Hotel/Motel tax revenue.
As an estimate based on the occupancy from the hotel study:

Year 1:
The hotel is to have 54 rooms at $120 a night. If you calculate 32 rooms for 365 days with a room rate of $120 x 7% (hotel/motel tax). That equates to $98,112. 50% is to be provided to Hotel/Motel Tax Committee to be used for tourism. Other 50% is to be used as the City Council sees fit. **City portion $49,056.**

Year 5:
The hotel is to have 54 rooms at $120 a night. If you calculate 37 rooms for 365 days with a room rate of $120 x 7% (hotel/motel tax). That equates to $113,442. 50% is to be provided to Hotel/Motel Tax Committee to be used for tourism. The other 50% to be used as the City Council sees fit would equal **$56,721**.

Increase in Local Option Sales Tax (LOST)
As an estimate based on the occupancy from the hotel study:

Year 1:
Estimate of revenue is 32 rooms for 365 days with a room rate of $120 x 1% (LOST). That equates to $14,016.

Year 5:
Estimate of revenue is 37 rooms for 365 days with a room rate of $120 x 1% (LOST). That equates to $16,206.

** This estimate of Local Option Sales Tax is only for the hotel rooms. There will be additional impact to Local Option Sales Tax as visitors spend money at restaurants and shops.

Year 1:

Estimate of Hotel/Motel tax increase (City 50%)	$49,056
Estimate of Local Option Sales Tax (LOST)	$14,016
TOTAL ESTIMATE OF INCREASE REVENUE	$63,072

Year 5:

Estimate of Hotel/Motel tax increase (City 50%)	$56,721
Estimate of Local Option Sales Tax (LOST)	$16,206
TOTAL ESTIMATE OF INCREASE REVENUE	$72,927

If the hotel does not get built, the City will not see these estimated increases to Hotel/Motel tax or Local Option Sales Tax (LOST). The City will also not see an estimated increase in tax revenue after the 10 years of TIF rebates.

Example of Another Cobblestone Project that used TIF as a Incentive:

City of Sheldon:
$3,496,000 project
City offered $409,420 rebate over 10 years
12% of the project

Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Kevin Olson, City Attorney
Amanda Waugh, City Clerk
Deanna McCusker, City Administrator

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

December 1, 2023

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Hotel Development Agreement

I have made changes to the development agreement that has been discussed. DW Developments must own the hotel until 2036 (under 7.1). There is a clause under 10.2 (D) is states that if they default they have to pay back the city the amount to date that has been given.

Council will need to decide if we are going to rebate 100% back annually or the $150,000 since it will need to be stated in the agreement.

It is important for the City and community that this hotel project continues. The city will see an increase to our Hotel/Motel tax and Local Option Sales Tax and after 10 years we will receive an estimate of $80,000 annually.

I would recommend that you approve the hotel agreement.

December 5, 2023

The City Council of the City of Washington in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 215 East Washington Street, Washington, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * * *

The City Clerk reminded the Council of the public hearing held on October 3, 2023 on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Washington and Washington Hotel Group, LLC, held after publication of notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON AND WASHINGTON HOTEL GROUP, LLC", and moved:

☐ that the Resolution be adopted.

☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ _____.M. on the _____ day of _____, 2023, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON AND WASHINGTON HOTEL GROUP, LLC

WHEREAS, by Resolution No. 2023-052, adopted June 20, 2023, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Washington East Commercial Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Washington East Commercial Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Washington County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Washington Hotel Group, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of an approximately 30,000 square foot, 54-room hotel that includes a pool, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments collected pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of $1,800,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A

and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.

b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.

c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.

d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this _____ day of _____, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF WASHINGTON, IOWA

AND

WASHINGTON HOTEL GROUP, LLC

_____, 2023

Execution Version

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the _____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF WASHINGTON, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (hereinafter called "Urban Renewal Act") and WASHINGTON HOTEL GROUP, LLC, an Iowa limited liability company ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Washington East Commercial Urban Renewal Area (the "Urban Renewal Area"), which is described in the Washington East Commercial Urban Renewal Plan approved for such area by Resolution No. 2023-052 on June 20, 2023 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been recorded among the land records in the office of the Recorder of Washington County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer is willing to cause certain improvements to be constructed on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer's obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I-A. PRECONDITION

Section 1-A.1. Condition Precedent. The obligations and rights of both parties under this Agreement are contingent upon Developer obtaining an acceptable commitment for financing, sufficient to complete the Minimum Improvements and the Project, on or before March 31, 2024. If this condition is not timely satisfied, then either the City or the Developer may unilaterally terminate this Agreement by

providing written notice to the other party; upon delivery of such notice, this Agreement shall automatically terminate with no further action required by any party, and the parties shall have no further rights or obligations under this Agreement.

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit E and hereby made a part of this Agreement.

City means the City of Washington, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Developer on the Development Property referred to in Article III.

County means the County of Washington, Iowa.

Developer means Washington Hotel Group, LLC, an Iowa limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Washington East Commercial Urban Renewal Area described in Exhibit A.

Economic Development Grants mean the payments from Tax Increment to be made by City to Developer under Article VIII of this Agreement.

Effective Date means the date of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon, granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Indemnified Parties means City and the governing body members, officers, agents, servants, and employees thereof.

Minimum Improvements means the construction of a 54-room hotel on the Development Property, as more particularly described in Exhibits B and B-1 to this Agreement.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance of City under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on that portion of the assessed value of the Minimum Improvements and Development Property divided and made available to City for deposit in the Washington Hotel Group, LLC TIF Account of the Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means reasonably unforeseeable delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses; unusual weather conditions; strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; litigation commenced by third parties; or the acts of any federal, State, or local governmental unit (other than City with respect to City's obligations).

Urban Renewal Area shall mean the area known as the Washington East Commercial Urban Renewal Area.

Urban Renewal Plan means the Washington East Commercial Urban Renewal Plan, approved in respect of the Washington East Commercial Urban Renewal Area, described in the preambles hereof.

Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund means the special fund of City created under the authority of Section 403.19(2) of the Code and the Ordinance, which

fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Washington Hotel Group, LLC TIF Account means a separate account within the Washington East Commercial Urban Renewal Area Tax Increment Revenue Fund of City in which there shall be deposited Tax Increments received by City with respect to the Minimum Improvements and Development Property.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to City.

c. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City only, and not of any governing body member, officer, agent, servant, or employee of City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Washington Hotel Group, LLC is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and duly registered to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement

are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all applicable local, State, and federal laws and regulations.

f. Developer shall use its best efforts to obtain, or cause others to obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. To its knowledge, Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property and/or the Minimum Improvements may or will be in violation of any environmental law or regulation (other than those notices, if any, of which City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property and/or Minimum Improvements, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. *Intentionally omitted.*

i. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before December 31, 2024.

j It is anticipated that the construction of the Minimum Improvements will require a total investment of approximately $8,500,000.

k. Developer would not undertake its obligations under this Agreement without the potential for payment by City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer agrees that it will cause the Minimum Improvements to be constructed in conformance with the terms of this Agreement and all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of City, which approvals and permits shall be made according to standard City processes for such plans and permits.

b. Developer agrees that, subject to Unavoidable Delays, the Minimum Improvements shall be completed by the date set forth in Section 2.2(i). Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. For purposes of this Agreement, the Minimum Improvements shall be deemed "complete" or "completed" upon Developer's receipt of a final certificate of occupancy for the Minimum Improvements.

c. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement, including but not limited to the description and depictions in Exhibit B attached hereto.

d. Developer agrees that it shall permit designated representatives of City, upon at least twenty-four (24) hours' notice to Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. Within thirty (30) days of Developer's provision of the Construction Plans to City, City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by City with respect to any building, fire, zoning or other ordinances or regulations of City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject City to any liability for the Minimum Improvements as constructed.

Section 3.3. Certificate of Completion. Upon written request of Developer, after issuance of a final certificate of occupancy for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit E attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the reasonable opinion of City, for Developer to take or perform in order to obtain such Certificate of Completion. If Developer completes City's requested measures or acts it deems necessary within a reasonable time after receiving City's notice, City shall promptly issue a Certificate of Completion to Developer.

ARTICLE IV. PROPERTY TAXES

Section 4.1. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Developer. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Effective Date and the Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk–Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least $1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy of policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than $50,000 or self-insurance up to not more than $1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer, and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount of each occurrence and for each year of $1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer on the Development Property, in such amount as is customarily carried

by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer which is authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding $25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds to any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer shall maintain, preserve, and keep the Development Property and Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements, Development Property, and Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon written request from City, Developer shall promptly provide City with copies of information requested by City that are reasonably related to this Agreement so that City can determine Developer's compliance with the Agreement.

Section 6.6. Operation of Minimum Improvements. Following an issuance of a final certificate of occupancy for the Minimum Improvements until the Termination Date, but by no later than December 31, 2024, Developer shall cause the Minimum Improvements to be operated as a hotel which employs at least a Monthly Average of eight (8) Full-Time Equivalent Employees to work at the Development Property. Developer's Annual Certifications shall show that a Monthly Average of at least eight (8) Full-Time Equivalent Employees has been maintained at the Development Property (prorated for the first Annual Certification).

"Monthly Average" means the average number of Full-Time Equivalent Employees employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (prorated for the first certification), as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employees employed at the Minimum Improvements does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7 Annual Certification. To assist City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value; (iii) certification of the number of Full-Time Equivalent Employees employed in hotel operations on the Development Property as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if such officer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2025 and ending October 15, 2035. Developer shall provide supporting

information for its Annual Certifications upon reasonable written request of City. See Exhibit D for form required for Developer's Annual Certification.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, it will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interests in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

b. In the event that Developer wishes to assign this Agreement, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations, as applicable, under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall be given or withheld in the sole discretion of the City.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, and its successors or assigns, agrees that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code §§ 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Payment of Economic Development Grants.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of Iowa Code Chapter 403, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement at the time of payment, and subject to the terms and conditions of this Article VIII, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions.

i. Schedule of Grants. Assuming completion of the Minimum Improvements by December 31, 2024, first full assessment of the Minimum Improvements on January 1, 2025, and the City's debt certification to the County Auditor prior to December 1, 2025, the Economic Development Grants shall commence on June 1, 2027, and end on June 1, 2036, pursuant to Section 403.19 of the Urban Renewal Act under the following formula and schedule:

June 1, 2027	100% of Tax Increments for Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36

ii. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under Section 8.1(a) of this Agreement shall be equal to the sum of the total amount of the applicable percentages of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements (building value only), but in no event shall the aggregate amount of the Economic Development Grants exceed One Million Five Hundred Thousand Dollars ($1,500,000). It is further agreed and understood that in no event shall Developer be entitled to receive more than calculated under the formula set forth in this Section 8.1(a), even if the aggregate amount is less than maximum amount stated herein.

iii. Limitations. The Economic Development Grants are only derived from the increase in assessed value of the Minimum Improvements and Development Property (land and building value) caused by the completion of the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

b. Calculation of Grants. Each annual payment shall be equal in amount to the incremental property tax revenues attributable to Development Property that are received by the City from the Washington County Treasurer and that are equal to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements (building value only) under the terms of the Ordinance and deposited into the Washington Hotel Group, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the

Development Property, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed under Section 6.7, the City shall certify to the County Auditor prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and a percentage of which shall thereafter be disbursed to Developer on the following June 1 provided Developer is in compliance with this Agreement at the time of payment. (Example: Assuming completion of the Minimum Improvements in 2024 and first full assessment on January 1, 2025, if Developer timely submits its Annual Certification in October 2025, and the City certifies to the County by December 1, 2025, the first Economic Development Grant would be paid to Developer on June 1, 2027 (for 100% of the Tax Increment for Fiscal Year 2026-2027)).

Section 8.3. Conditions Precedent.

a. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

i. Developer's completion of the Minimum Improvements, pursuant to the terms of this Agreement, and issuance of a certificate of occupancy for the Minimum Improvements;

ii. The Developer being and remaining in compliance with the terms of this Agreement at the time of payment; and

iii. No Event of Default has occurred and is continuing.

b. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Grant, then the City shall have no obligation to make the Grant payment, in addition to having the remedies set forth in Section 10.2.

c. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(a)(ii).

Section 8.4. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts of incremental property tax revenues attributable to the Development Property and Minimum Improvements that are received by the City from the Washington County Treasurer and that are deposited and held in the Washington Hotel Group, LLC TIF Account of the Washington East Commercial Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance covering the Development Property in force during the term hereof and to apply the appropriate

percentage of Tax Increments collected in respect of the Minimum Improvements (building value only), and allocated to the Washington Hotel Group, LLC TIF Account, to pay the Economic Development Grants, as and to the extent set forth in this Article and allowed by law. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Chapter 426C of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council of the City. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or is not an otherwise appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or the City's ability to collect Tax Increment from the Minimum Improvements is precluded or terminated. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.6. Reduction of First Grant. Developer shall pay to the City an amount equal to the actual costs incurred by the City in connection with the drafting and adoption of this Agreement, including,

but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment by Developer of such costs shall be deducted from the first Economic Development Grant if not previously paid by Developer to the City.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements. Provided, however, such release shall not be deemed to include loss or damage that arises directly out of the gross negligence or intentional misconduct of the Indemnified Parties.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements, or (iii) any hazardous substance or environmental contamination located in or on the Development Property occurring or arising subsequent to Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

c. Transfer of Developer's interest in the Development Property or this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certification furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice (except in the case of an Event of Default under Section 10.1(e) or (f) for which 30 days' written notice is not required) by City to Developer and to the holder of the First Mortgage (but only to the extent City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days , or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

a. City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;

b. City may terminate this Agreement;

c. City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

d. City shall have no obligation to make payment of the Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from Developer, and Developer shall repay to City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, and City may take any action, including any legal action it deems necessary, to recover such amount from Developer. City may demand such payment at any time following its determination that Developer is in default under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered personally to Washington Hotel Group, LLC at 2321 263rd Drive, Washington, IA 52353; and

b. In the case of City, is addressed to or delivered personally to the City of Washington at City Hall, 215 East Washington Street, Washington, IA 52353, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by City by virtue hereof. City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2036 (the "Termination Date"), unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor Pro Tem and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF WASHINGTON, IOWA

By: _____
Millie Youngquist, Mayor Pro Tem

ATTEST:

By: _____
Amanda Waugh, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Millie Youngquist and Amanda Waugh, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Washington, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Washington, Iowa]

WASHINGTON HOTEL GROUP, LLC,
an Iowa limited liability company

By: _____
David Waite, Co-Manager

ATTEST:
By: _____
Andy Drahota, Co-Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared David Waite and Andy Drahota, to me personally known, who, being by me duly sworn, did say that they are the Co-Managers of Washington Hotel Group, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for said state

[Signature page to Agreement for Private Development – Washington Hotel Group, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

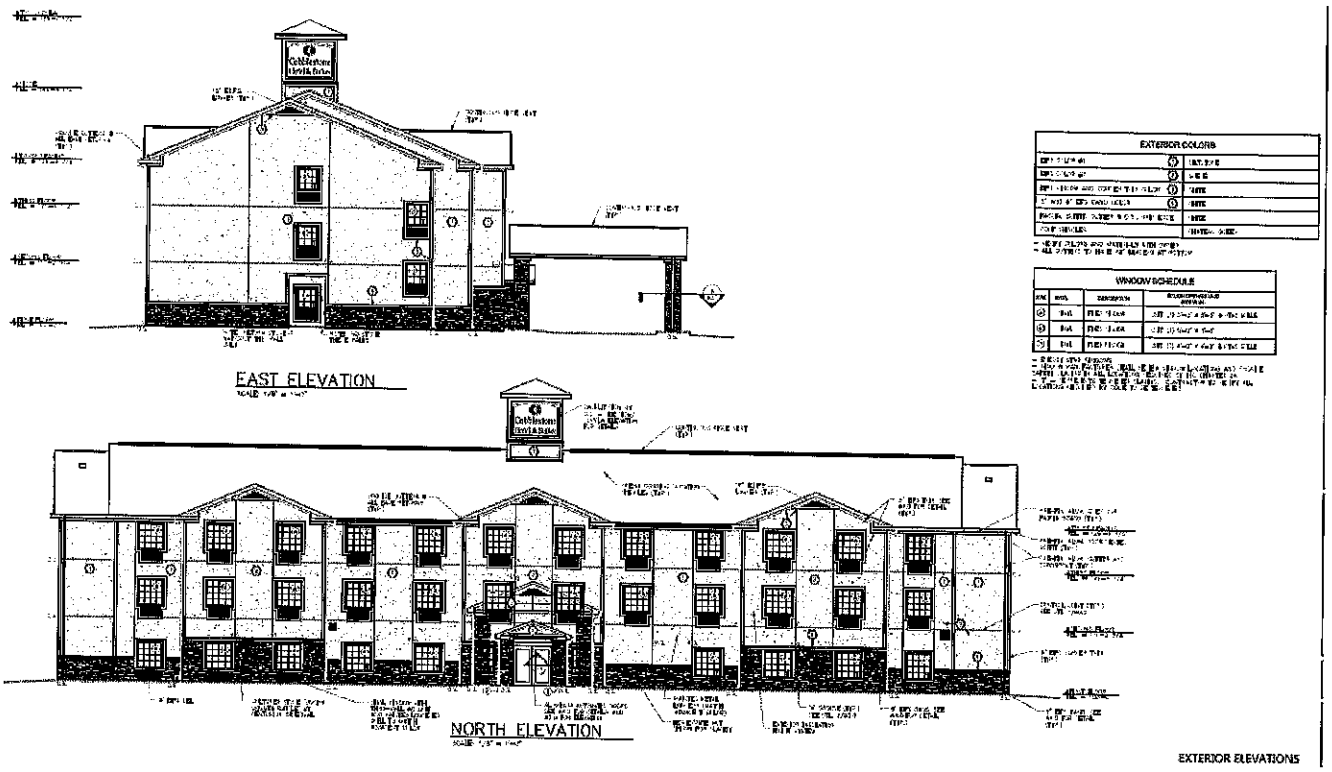
Auditor's Parcel "W" a parcel of land being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), as shown in Plat Book 31, Page 0328, in Section Sixteen (16), Township Seventy five (75) North, Range Seven (7) West of the Fifth (5th) P.M, in Washington County, Iowa.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an approximately 30,000 square foot, 54-room hotel that includes a pool, and related site improvements, to be constructed by Developer on the Development Property, consistent with approved plats and plans, the Urban Renewal Plan, and the terms of the Agreement, including this Exhibit B and the diagrams in Exhibit B-1.

See Exhibit B-1 for site plans and renderings of the Minimum Improvements. The renderings and plans set forth in Exhibit B-1 are preliminary in nature and subject to change pursuant to the terms of the Agreement.

EXHIBIT B-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



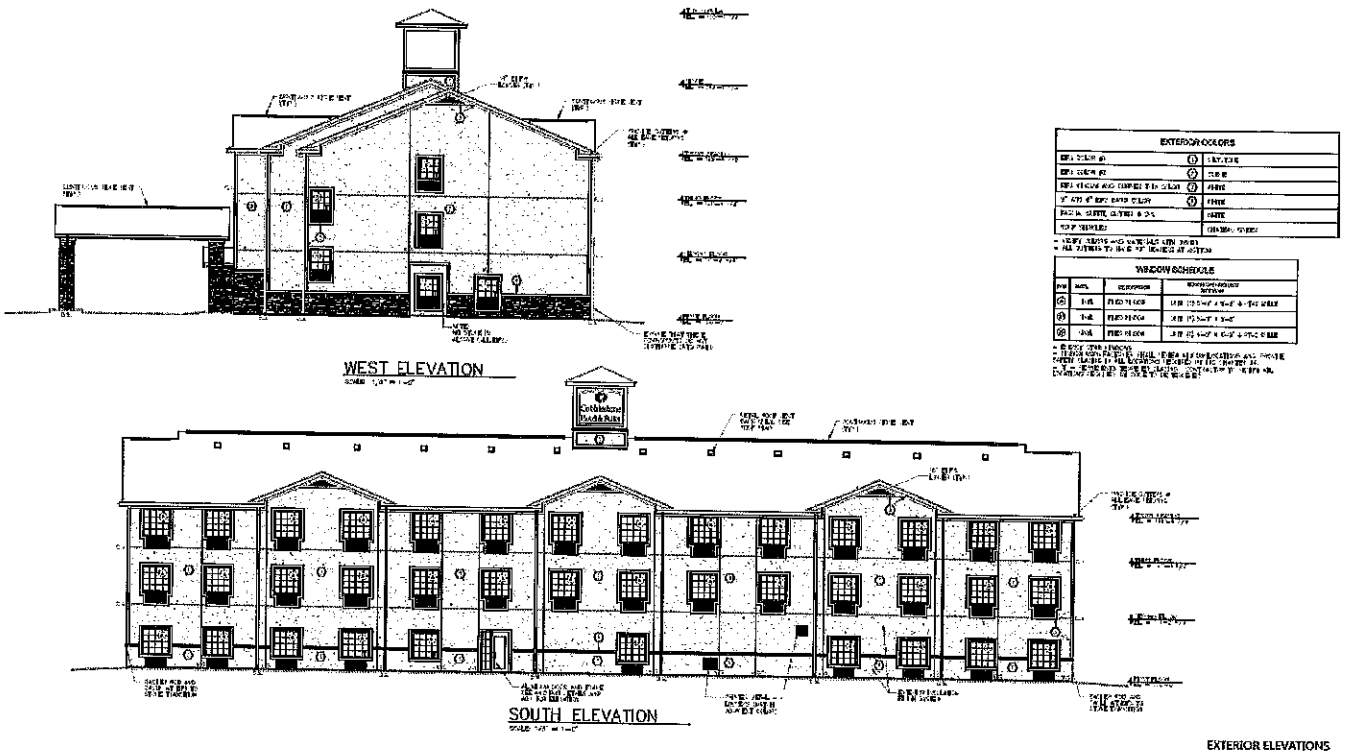


EXHIBIT B-1

SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS

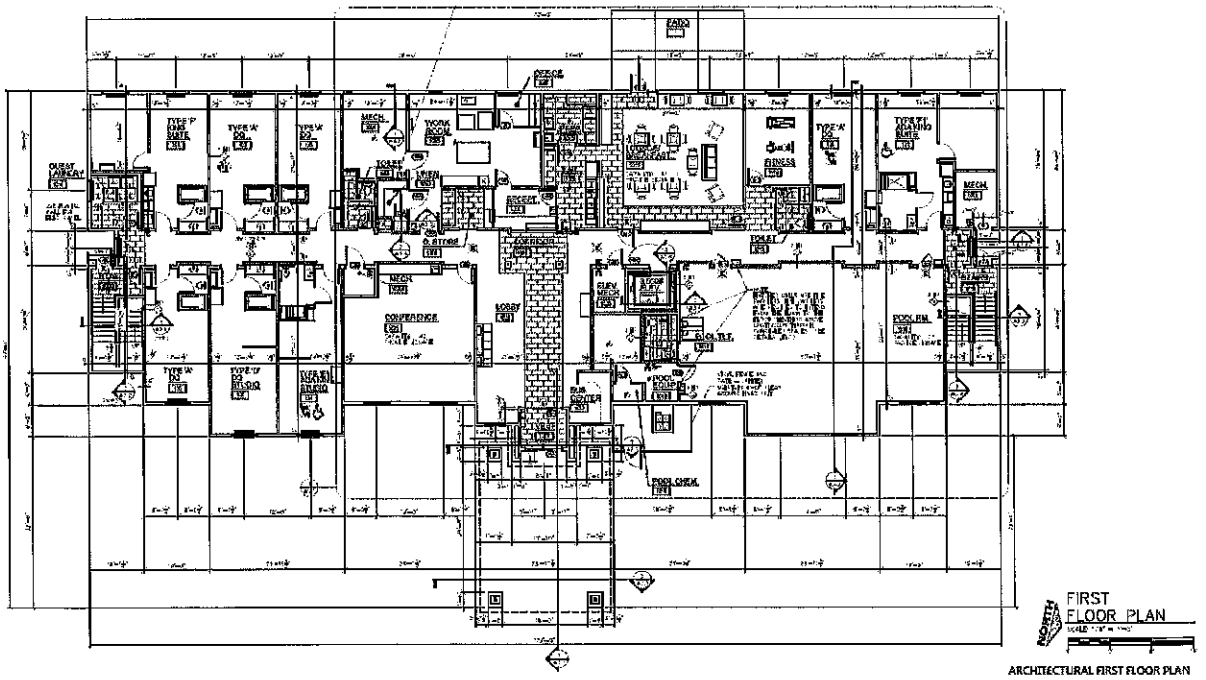


EXHIBIT B-1

SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS

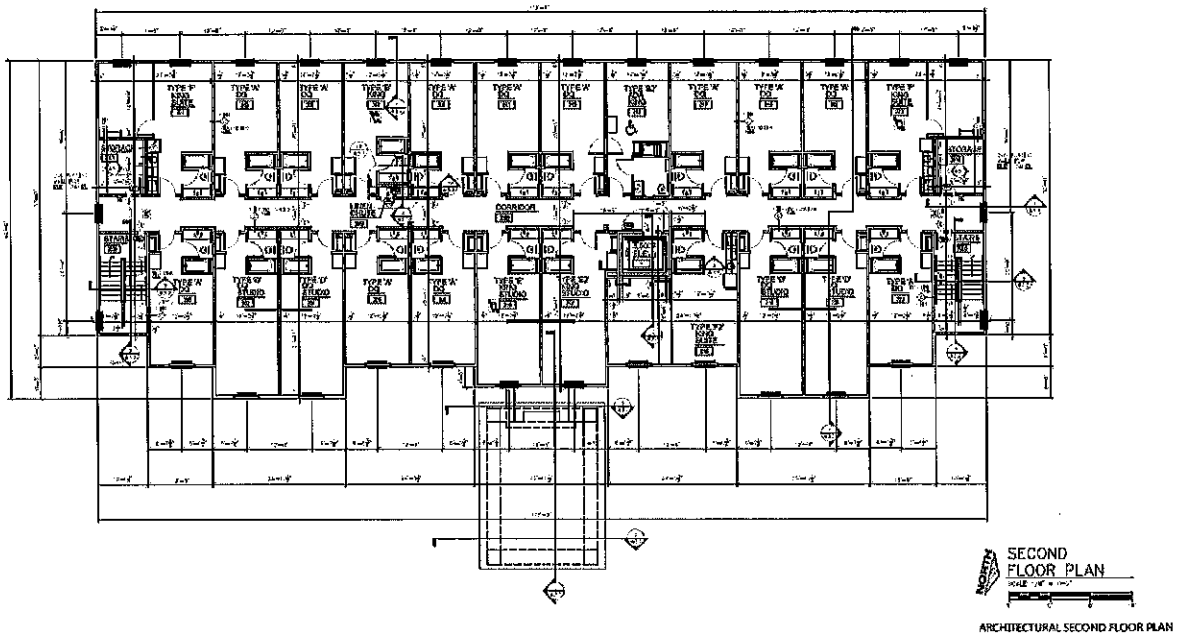
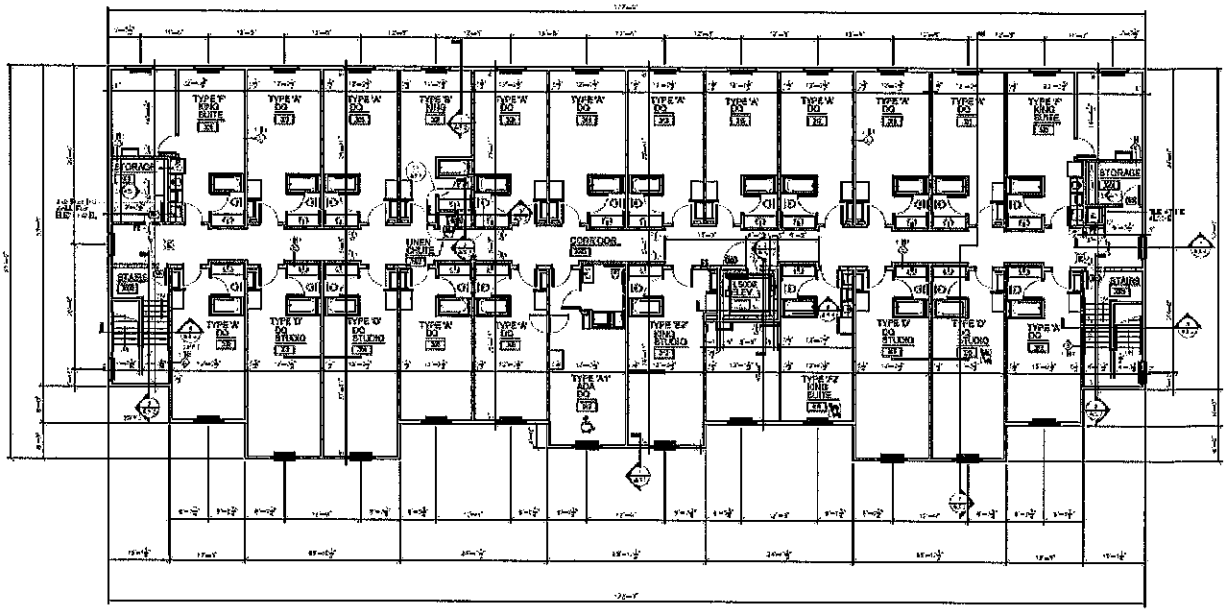


EXHIBIT B-1

SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



THIRD FLOOR PLAN

ARCHITECTURAL THIRD FLOOR PLAN

Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City of Washington, Iowa, City Hall, 215 East Washington Street, Washington, IA 52353, Attn: City Clerk

EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Washington, Iowa ("City") and Washington Hotel Group, LLC, an Iowa limited liability company ("Developer"), did on or about the _____ day of _____, 2023, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

> Auditor's Parcel "W" a parcel of land being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), as shown in Plat Book 31, Page 0328, in Section Sixteen (16), Township Seventy five (75) North, Range Seven (7) West of the Fifth (5th) P.M, in Washington County, Iowa.

(the "Development Property"); and

WHEREAS, the term of the Agreement commences on or about the date first set forth above and terminate on December 31, 2036, as set forth in the Agreement; and

WHEREAS, City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any

claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Washington, Iowa.

IN WITNESS WHEREOF, City and Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2023.

[Remainder of page intentionally left blank; signature pages to follow]

(SEAL)

CITY OF WASHINGTON, IOWA

By: _____
Millie Youngquist, Mayor Pro Tem

ATTEST:

By: _____
Amanda Waugh, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Millie Youngquist and Amanda Waugh, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Washington, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Washington, Iowa]

WASHINGTON HOTEL GROUP, LLC,
an Iowa limited liability company

By: _____
David Waite, Co-Manager

ATTEST:
By: _____
Andy Drahota, Co-Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared David Waite and Andy Drahota, to me personally known, who, being by me duly sworn, did say that they are the Co-Managers of Washington Hotel Group, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for said state

[Signature page to Memorandum of Agreement for Private Development – Washington Hotel Group, LLC]

EXHIBIT D
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies that, during the time period covered by this Certification, Developer is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on _____, 20___, at a full assessment value of $_____, and is currently assessed at $_____;

(iii) The number of Full-Time Equivalent Employees employed in hotel operations at the Development Property as of October 1, 20___ and as of the first day of each of the preceding eleven (11) months were as follows:

February 1, 20___: _____	August 1, 20___: _____
January 1, 20___: _____	July 1, 20___: _____
December 1, 20___: _____	June 1, 20___: _____
November 1, 20___: _____	May 1, 20___: _____
October 1, 20___: _____	April 1, 20___: _____
September 1, 20___: _____	March 1, 20___: _____

(iv) The undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certifies that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if such officer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20_____.

WASHINGTON HOTEL GROUP, LLC,
an Iowa limited liability company

By: _____

Print Name: _____ Its: _____

STATE OF _____, COUNTY OF _____) ss:

This record was acknowledged before me on _____, 2023 by _____ as the _____ of Washington Hotel Group, LLC.

_____
Notary Public in and for said State

Attachments: proof of payment of property taxes

EXHIBIT E
CERTIFICATE OF COMPLETION

WHEREAS, the City of Washington, Iowa, ("City") and Washington Hotel Group, LLC, an Iowa limited liability company ("Developer") did on or about the _____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

> Auditor's Parcel "W" a parcel of land being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), as shown in Plat Book 31, Page 0328, in Section Sixteen (16), Township Seventy five (75) North, Range Seven (7) West of the Fifth (5th) P.M, in Washington County, Iowa.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Washington County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF WASHINGTON, IOWA

By: _____
Millie Youngquist, Mayor Pro Tem

ATTEST:

By: _____
Amanda Waugh, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Washington, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Washington]

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