



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, April 2, 2024

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, April 2, 2024 to be approved as proposed or amended.

Consent:

1. Council Minutes for March 19, 2024.
2. Brookhart Electric, Inc., Washington Airport – New Beacon – Project #0T5.126255, \$44,985.00.
3. Garden & Associates, Ltd., Washington – Buchanan Street Paving Project, \$800.00.
4. Ahlers Cooney Attorneys, Washington Hotel Group, LLC, \$519.00.
5. Ahlers Cooney Attorneys, Professional Services on Settlement Agreement, \$59.00.
6. Veenstra & Kimm, Inc., Engineering Services for McDonalds Site Plan Review, \$1,074.00.
7. Veenstra & Kimm, Inc., Engineering Services for Industrial Park Gas Easement Staking, \$2,232.29.
8. Veenstra & Kimm, Inc., Engineering Services for 2024 Seal Coat Project, \$1,375.00.
9. Veenstra & Kimm, Inc., Engineering Services for Dog Park Storm Sewer, \$1,313.30.
10. Veenstra & Kimm, Inc., Engineering Services for Wellness Park Concession Stand, \$9,869.50.
11. Veenstra & Kimm, Inc., Engineering Services for Central Park Restrooms, \$2,161.00.
12. Liquor License for 2 Bros Mexican Bar and Grill Class C Retail (**renewal**).
13. Liquor License for Washington County Fair Association Special Class C Retail (**new-5 day**).
14. Department Reports.

SPECIAL EVENT REQUEST

- Alive After Five, at Home Girl Reality and Stairway to the Stars, May 14, 2024 from 5:00 p.m. to 7:00 p.m.

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

SPECIAL PRESENTATION

- Nuisance Report.

CLAIMS & FINANCIALS

- Claims Report for April 2, 2024

NEW BUSINESS

1. Discussion and Consideration for a Sewer Camera Purchase by M/C for Budget Year 24/25.
2. Discussion and Consideration for a Pay Application No. 3 to Eagle Point Solar, Washington Airport, \$18,684.32.
3. Discussion and Consideration for a Pay Application No. 4 to Eagle Point Solar, Washington Airport, \$6,586.65.
4. Discussion and Consideration for Change Order No. 001 to Eagle Point Solar, LLC for \$7,216.00.
5. **Public Hearing** 2024 Sealcoat Project.
6. Discussion and Consideration for a Resolution Adopting Hearing, Plans, Specifications, Form of Contract and Estimate of Cost for the 2024 Sealcoat Project.
7. Discussion and Consideration for a Resolution Awarding the 2024 Sealcoat Project.
8. Discussion and Consideration for a Resolution Setting a Public Hearing to Adopt the Annual Budget for Fiscal Year 2024-2025, for April 23, 2024.
9. Discussion and Consideration for a Resolution Releasing Funds as Per a Downtown Investment Grant Agreement with Edward and Isabella Santoro for the Northside Diner Renovation Project.
10. Discussion and Consideration for a Resolution Approving the Funds Per A Downtown Investment Grant Agreement with LUX Suites.
11. Discussion and Consideration for a Resolution Approving the Funds Per A Downtown Investment Grant Agreement with La Morenita.
12. Discussion and Consideration for a Resolution Approving the Farm Lease – Cash Or Crop Shares Between the City of Washington and the Washington FFA LAB.
13. Discussion and Consideration for Termination Agreement and Release Between the City of Washington and Enos R. Yoder.

14. Discussion and Consideration for the 1st Reading of An Ordinance Amending the Municipal Code of the City of Washington, Iowa, By Amending Chapter 41 Fireworks.
15. Discussion and Consideration for the Motion to Accept the Resignation of Washington City Administrator.
16. Discussion and Consideration of Approving an RFP to start the City Administrator and Interim City Administrator Search Process.

OLD BUSINESS

- 1st Reading of the Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50.10 Operable Vehicles.

CLOSED SESSION

- Closed session per Iowa Code 21.5(j) – To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor Pro Tem
Illa Earnest
Patrick Morgan
Elaine Moore
Ivan Rangel
Fran Stigers

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 3-19-2024

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: Stigers, Rangel, Youngquist, Morgan, Moore, Earnest.

Motion by Moore, second by Stigers, to approve the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, March 19, 2024 be approved. Motion carried.

Consent:

1. Council Minutes for March 5, 2024.
2. Strand Associates, Inc., 2021 Washington Water Main Improvements, \$3,654.25.
3. Strand Associates, Inc., East Interceptor & IRE Consultation, \$427.00.
4. Gronewold, Bell, Kyhnn & Co., Audit Billing, \$2,000.00
5. Bolton & Menk, Washington Airport Rehabilitate Hangar, \$750.00
6. Bolton & Menk, Washington Airport Runway 18/36 Lighting, \$1,034.00
7. JP's 207, Class C Alcohol License (**renewal**).
8. Walmart Inc., Class E Alcohol License (**renewal**).
9. Department Reports.

Motion by Stigers, second by Morgan to approve consent items 1-9. Motion carried.

Special Events Request: Paws & More Annual Central Park Car Show, August 18, 2024, 6:30 a.m. to 3:30 p.m. in Central Park. Motion by Moore, second by Earnst to approve the Paws & More Annual Central Park Car Show, August 18, 2024. Motion carried.

Eaton Good Kettlecorn Meet Me in Washington at Rural Roots Boutique, March 22, 2024, 8:30 a.m. to 2:20 p.m. Motion by Moore, second by Stigers to approve Eaton Good Kettlecorn Meet Me in Washington at Rural Roots Boutique, March 22, 2024. Motion carried.

Special Presentations: Chief Lester presented to the council the 2023 Police Department Annual Report. Calls for service dropped slightly from 5,118 in 2022 to 5,026 in 2023. Chief Lester also presented awards to the following: Lieutenant Shamus Altenhofen as 2023 Officer of the Year, Investigator Brian Van Willigen a Commendation for exceptional investigative work, Sergeant Benjamin Altenhofen a Commendation for outstanding Field Training Officer, and Officer Mia Brdecka as 2023 Rookie of the Year.

Fire Chief DeLong presented to the council the 2023 Fire Department Annual Report. The major accomplishments for 2023 were: purchasing and acquiring new SCBA's thru FEMA AFG grant, designing and ordered a new 2025 Toyne Custom Pumper Truck through grant from WCRF, designed and ordered a new Foam Commander trailer through railroad funding, appointed a new Assistant Chief of EMS, Lacie Porter, and welcomed 3 new members to our service.

Cindy Rico Chavez with PLANT Washington, presented to the council on the community gardens. The council has approved the use of the City property pending proof of insurance.

The Washington Tree Committee presented the 2023 Annual Report. A few of the big projects from 2023 included the Central Park Tree Give Away of 110 trees, Trees Forever Project of 35

Old Business of the 1st Reading of the Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50.10 Operable Vehicles. Roll Call: Ayes: Stigers, Rangel, Youngquist, Earnest, Morgan, Moore. Nays: None. Motion carried. Morgan held discussions with the property owners on their concerns on trailers and other items that have always been on their property. Stigers, Morgan and Moore were in agreement with forming a committee on this to get community thoughts and suggestions on changes in the code. Motion by Morgan, second by Rangel to form a committee and retable. Roll Call: Ayes: Earnest, Morgan, Moore, Rangel, Stigers, Youngquist. Nays: None. Motion to retable carried.

Motion by Moore, second by Rangel to enter into closed session at 7:58 p.m. 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: Earnest, Rangel, Stigers, Moore, Morgan, Youngquist. Nays: None. Motion carried.

Council entered back into open session at 8:33 p.m.

Department reports were presented.

Motion by Stigers, second by Morgan that the Regular Session held at 6:00 p.m., Tuesday, March 19, 2024, is adjourned at 8:51 p.m. Motion passed unanimously.

Amanda J. Waugh, City Clerk

Millie Youngquist, Mayor Pro Tem

Brookhart Electric, Inc.

3204 Orange Ave.
Wayland, IA 52654
Phone: Don--319-461-6929
Office: 319-256-6929

Invoice

Date	Invoice #
3/11/2024	3450

Bill To
Washington Airport City of Washington PO Box 516 Washington, IA 52353

Ship To

Terms	Due Date
Net 15	3/26/2024

Quantity	Item Code	Description	Price Each	Amount
1	16 Electrical & Li...	NEW BEACON--PROJECT # 0T5.126255-Beacon BID PRICE	44,985.00	44,985.00

304-6-6020-6716
 002-6-2080 _____ Initials GET
 EXP. Beacon with B-36
 Vender # _____ Date Rec. 3-19-2024
 Due Date _____ Inv # _____

ALL ACCOUNTS ARE DUE & PAYABLE IN THE OFFICE BY THE DUE DATE. A FINANCE CHARGE OF 1.50% PER MONTH COMPOUNDED ON ALL BALANCES OUTSTANDING PAST THE DUE DATE WILL BE CHARGED.	Subtotal	\$44,985.00
	Sales Tax (0.0%)	\$0.00
	Total	\$44,985.00



March 19, 2024

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

Invoice #: 863154
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 March 15, 2024:

Professional Services	\$ 519.00
Expenses	<u> \$.00</u>
CURRENT INVOICE DUE	\$ 519.00

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 #: 863154
 WASHINGTON HOTEL GROUP, LLC

March 19, 2024

PROFESSIONAL SERVICES

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
1/30/24	MP	.10	SEND FOLLOW UP EMAIL TO CITY CLERK REGARDING STATUS OF TRANSCRIPT DOCUMENTS
2/07/24	MP	.10	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS
2/26/24	JHS	.20	RECEIVE AND RESPOND TO EMAIL FROM CITY ADMINISTRATOR REGARDING AMENDMENT TO DEVELOPMENT AGREEMENT
2/27/24	JHS	.60	REVIEW AND REVISE DRAFT AMENDMENT; SEND PROPOSED AMENDMENT TO CITY ADMINISTRATOR
2/27/24	JHS	.30	REVIEW AND REVISE ADOPTION PROCEEDINGS FOR AMENDMENT
2/27/24	MP	.70	DRAFTING AMENDMENT, TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS
2/28/24	JHS	.10	SEND AMENDMENT WITH REVISED CITY SIGNATURE PAGE
2/28/24	MP	.30	TRANSCRIPT REVIEW TO ENSURE PROPER COMPLETION OF DOCUMENTS, SENDING PROCEEDINGS
2/29/24	JHS	.10	REVIEW DOCUMENTS FOR COMPLETED TRANSCRIPT FILE ON AGREEMENT

TOTAL FEES	\$ 519.00
TOTAL THIS INVOICE	\$ 519.00



March 19, 2024

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

Invoice #: 863299
Client #: 11307
Matter #: 000
Billing Attorney: JLC

INVOICE SUMMARY
PLEASE RETURN THIS PAGE WITH YOUR PAYMENT

RE: GENERAL

For professional services rendered and costs advanced through March 15, 2024:

Professional Services	\$ 59.00
Expenses	<u> .00</u>
CURRENT INVOICE DUE	\$ 59.00

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 #: 863299
GENERAL

March 19, 2024

PROFESSIONAL SERVICES

DATE	ATTY	HOURS	DESCRIPTION OF SERVICES RENDERED
3/14/24	MEB	.20	REVIEW EMAIL FROM MR. MEARDON ON SETTLEMENT AGREEMENT TERMS OF DESIGN REVIEW; EMAIL TO COUNTY ATTORNEY REGARDING SAME

TOTAL FEES \$ 59.00
TOTAL THIS INVOICE \$ 59.00



STATEMENT OF PROFESSIONAL SERVICES

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

March 22, 2024
Invoice No: 24616-043 - 2

Project Manager Leland Belding III

Engineering services for McDonalds Site Plan Review:

Professional Services from February 18, 2024 to March 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	6.00	179.00	1,074.00	
Totals	6.00		1,074.00	
Total Labor				1,074.00
		Total this Invoice		\$1,074.00



STATEMENT OF PROFESSIONAL SERVICES

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

March 22, 2024
Invoice No: 24616-044 - 2

Project Manager Leland Belding III

Engineering services for Industrial Park Gas Easement Staking:

Professional Services from February 18, 2024 to March 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	6.00	179.00	1,074.00	
Technician I	10.00	110.00	1,100.00	
Totals	16.00		2,174.00	
Total Labor				2,174.00

Unit Billing

Mileage			58.29	
Total Units			58.29	58.29

Total this Invoice \$2,232.29



STATEMENT OF PROFESSIONAL SERVICES

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

March 22, 2024
Invoice No: 24616-045 - 1

Project Manager Leland Belding III

Engineering services for 2024 Seal Coat Project:

Professional Services from February 18, 2024 to March 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Clerical II	6.00	80.00	480.00	
Engineer II-A	5.00	179.00	895.00	
Totals	11.00		1,375.00	
Total Labor				1,375.00
		Total this Invoice		\$1,375.00



STATEMENT OF PROFESSIONAL SERVICES

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

March 22, 2024
Invoice No: 24654 - 10

Project Manager Leland Belding III

Engineering services for Dog Park Storm Sewer:

Professional Services from February 18, 2024 to March 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	7.00	179.00	1,253.00	
Totals	7.00		1,253.00	
Total Labor				1,253.00

Reimbursable Expenses

Travel			60.30	
Total Reimbursables			60.30	60.30

Total this Invoice \$1,313.30



STATEMENT OF PROFESSIONAL SERVICES

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

March 22, 2024
Invoice No: 24658 - 6

Project Manager Leland Belding III

Engineering services for Wellness Park Concession Stand:

Professional Services from February 18, 2024 to March 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer I-A	2.50	220.00	550.00	
Engineer I-C	.50	193.00	96.50	
Engineer II-A	13.00	179.00	2,327.00	
Engineer X	8.00	97.00	776.00	
Drafter III	60.00	102.00	6,120.00	
Totals	84.00		9,869.50	
Total Labor				9,869.50
		Total this Invoice		\$9,869.50



STATEMENT OF PROFESSIONAL SERVICES

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

March 22, 2024
Invoice No: 24659 - 1

Project Manager Leland Belding III

Engineering services for Central Park Restrooms:

Professional Services from February 18, 2024 to March 16, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer I-A	1.00	220.00	220.00	
Engineer II-A	6.00	179.00	1,074.00	
Drafter III	8.50	102.00	867.00	
Totals	15.50		2,161.00	
Total Labor				2,161.00
		Total this Invoice		\$2,161.00



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
2 BROS MEXICAN BAR & GRILL, INC.	2 BROS MEXICAN BAR & GRILL	(319) 458-9920

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
331 North 4th Avenue		Washington	Washington	52353

MAILING ADDRESS	CITY	STATE	ZIP
609 East Washington Street	Washington	Iowa	52353

Contact Person

NAME	PHONE	EMAIL
SIDRONIO MIJANGOS CRUZ	(319) 458-9920	sjaccg.payroll@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0049794	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 31, 2024	May 30, 2025	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Catering

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
SIDRONIO MIJANGOS CRUZ	Washington	Iowa	52353	PRESIDENT	50.00	No
MISAEAL MIJANGOS CRUZ	Washington	Iowa	52353	VICE PRESIDENT	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Society Insurance

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
WASHINGTON COUNTY FAIR ASSOCIATION, INC.	Washington County Fair Association	(319) 461-1442		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
611 HWY 1 South		Washington	Washington	52353
MAILING ADDRESS	CITY	STATE	ZIP	
611 HWY 1 South	Washington	Iowa	52353	

Contact Person

NAME	PHONE	EMAIL
Christopher Graf	(319) 461-1442	cgraf41@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 10, 2024	July 14, 2024	

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Non-Profit Association

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Christopher Graf	Crawfordsville	Iowa	52621	Board Member	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Washington County Fair Association, INC	42-0895998	Washington	Iowa	52353	100.00

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Iowa Communities Assurance Pool



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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
April 2, 2024

Project Update:

Buchanan Street Project: So we hadn't received our final reimbursement from the DOT so I sent an email to my contact that is responsible for approving it. He informed me that the final project audit has not been done yet. Jeremy had been requesting audit documents from Jack at Garden. Keith had emailed the audit documents to Jack around March 8th and thought the DOT had closed out the project so had not reviewed them yet. Following this notification Jack was contacted to start the review of the documents sent by Keith and then the documents will get sent to Jeremy at the DOT. Following the audit review and acceptance, the final reimbursement will get approved and sent to the City. The final reimbursement amount is \$93,000.

Water Main Project: Cornerstone is working in the area from Casey's to Highway 1 on W. Madison and utilities are being located to which is a slow process. Utilities are inches to many feet deep. Lots of utilities in the ROW. During this process we found the sanitary sewer to be in bad condition. We needed to televise the lines and had trouble getting through some areas. M/C tried using their system and also had trouble. CIT has been contacted and they will be here Monday to try and televise the entire system to see the condition of the main. We will evaluate the system once the televising is done to know how much of a priority it is.

Hwy 92 & N. 12th intersection: Bid opening is April 6. Following that a contract will be prepared for the City to approve. The project has a late start date of July 1, with 60 working days. The project will be completed by September.

Week of March 25: Attended Hotel/Motel meeting. We discussed applying for The Iowa Cultural & Entertainment District designation. The committee would like to move forward. This will have to be approved by a resolution of the City Council. The other welcome sign is set to be installed on Tuesday, April 2. Held department head one on ones. Held parking committee meeting to review areas that may need to restrict parking. Held a meeting to review the nuisance code changes. Nuisance meeting. Prepared documents for the city council meeting. Attended the swearing in of Officer Burkhart. Met with a utility customer on a concern with his utility bill. Did some research on I&I reduction. Worked on the Community Project Fund grant. Requested letters of support. Held 2 interviews for mechanic position and offered the position.

Week of April 1: Webinar concerning a community assessment necessary for the Brownfield grant opportunity. Department Head one on one. Submit the quarterly Downtown Housing report. Finish the catalyst grant. Meeting to review the I&I reduction. The welcome sign will be installed on April 2nd near QC.

We finally received the paperwork that the annexation for the hotel ground is complete. The sand filters at the pool will be replaced next week. The wayfinding signs have been ordered. 3-week lead time. Potholing for lead service lines are continuing. Concrete patching is getting done. The PLANT Washington items will be on the April 16th meeting. They are still waiting on the insurance. We are having Horak insurance pull an insurance quote from EMC to compare to ICAP.

MAINTENANCE & CONSTRUCTION DEPT. REPORT

3-2-24/3-15-24

STREETS: Personnel had the street sweeper out for a few days. Personnel graded a dozen alleys needing some work.

WATER DISTRIBUTION: Personnel completed the water main tie in located at South 7th Ave-East Madison St. Personnel filled each section of 6 inch water main, flushed and tested the south section. That section passed through the hygienic lab, currently flushing the north section. Personnel repaired 4 water service connections, 213 West Jefferson St (replaced the lead with copper), 408 South Ave G (rod broke), 1504 North Marion Ave (rod broke) and 1130 West Buchanan St (new service tap). Personnel began potholing water services investigating lead lines.

SEWER COLLECTION: Personnel cont'd flushing using 2,000 gallons of water. Crews jetted the sewer main on West Madison from F Ave to G Ave.

STORM SEWER COLLECTION: Personnel vac'd a few intakes with the recent rain. Personnel are working on repairing a couple storm intakes located at Hwy 1-West Madison St & South 2nd Ave-East Madison St, both on Hwy 92.

MECHANIC/SHOP: Personnel serviced a few vehicles from M/C's fleet. Street sweeper (new gutter broom and dirt shoes).

OTHER: Personnel responded to 49 One Call Locates. Personnel hauled spoil away from the shop. Three personnel attended a training and certification class of PACP,LACP & MACP on coding assessments and conditions of sewer mains, laterals & manhole inspections.

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

**WWTP report
April 2nd, 2024
Council meeting**

- **After hour alarm and dog call outs –**
 - 3-11-2024 Dog call to East Taylor St. @ 6:37 p.m Andrew
 - 3-15-2024 Dog call to 1100 block of E Washington St. @ 1:30 a.m. Andrew
 - 3-16-2024 Generator alarm at Lexington lift station @ 9:50 p.m. Andrew
 - 3-18-2024 #3 Decanter VFD fault alarm at WWTP @ 12:50 a.m. Andrew
 - 3-24-2024 WWTP generator alarm @ 2:30 p.m. Jason
 - 3-23-2024 Dog call to Sunset Park 1:22 p.m. Andrew
 - 3-24-2024 Dog call to West 5th St @ 4:20 p.m. Andrew
- **Dept Head meetings-** March 19th,26th,and April 2nd
- **Hydrogen Sulfide Gas-** We continue to have meetings and conference calls with IRE, NELCO,Fox eng., and City staff to resolve the issue. 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.
- **Ultraviolet Disinfection-**Was pulled and cleaned before April E-Coli testing.
- **Maintenance-**Was performed on raw waste water pumps #1 and #2. Pumped down and cleaned the raw water wet well.
- **D.O. Meters-**Andy with Onsite Service Solutions was here Friday 3-29-2024 to do the annual service and calibration of our D.O meters and TSS meter.
- **Lexington Lift Station-**Pump #2 threw a vfd fault and would not reset. Iowa Pump came down, after some testing and troubleshooting found the power supply unit and transformer in the control panel went bad. They are ordering parts for repair.

**Jason Whisler
3/29/2024 10:00 A.M.**

Water Treatment Plant: Feb/March 2024 Council Report

3/29/24

Here is a summary of the updates and activities from the Water Treatment Department for February and March of 2024.

Water Plant Operations: Electric pump came and resolved are issues leading into the 2024 year. Electric pump replaced the heater in our panel at the N tower, replaced the surge arrestor relay at the S tower, and installed a new VFD for our interstage 2 pump motor. Electric Pump also serviced all our pump and motors.

I submitted our MORs to the DNR. We read water meters, book 7, our extra monthly meter list, all unread meters, and re-reads. We changed 20 water meters in Feb/March. We collected our routine monthly bacteria samples and the results were absent. We also collected some extra bacteria samples, (2) for the hospital, (4) for new service on S 7th ave, and (1) for Boyd's Bologna. Bulk chemicals were filled. We placed a lab order through Hach. We recorded our monthly well levels. We changed bag filters. We also changed cartridge filters on RO2. Our bag filter order was delivered. We had 3 apartments on the shut off list and all 3 are back on. M&C used our explorer for some training. The Fire Dept. used our scissor lift and is currently storing it. I would like to thank Nick and Jason at the parks for trimming up a tree at well 6 that the neighbor was complaining about. We helped the Murphy's trouble shoot a leak at there farm. Jetco came and installed our new SCADA computer. They still need to come back and finish setting everything up. We will get an upgraded SCADA computer every 4-5 years.

Street/Traffic Lights: Franzen Electric replaced an overhead yellow traffic light at Iowa/Madison. Joe Marie fixed a decorative light on the east side of the square that was stuck on. I ordered some yellow traffic lights.

Operators: Will and I both split up weekend duties evenly. We both try to carry the on-call phone evenly. Will and I both attended 2 safety meetings, a backflow training from John Lins with IRWA, and a lead service line inventory meeting with IAMU. Will and I were both on the committee for the region 6 AWWA water meeting that was held at the fairgrounds March 6th.

Meetings attended: Weekly staff meetings, 1 on 1 with Deanna, AWWA Region 6 meeting, employee recognition lunch, LSLI w/IAMU, met with some sales reps, met with IRWA-John Lins multiple times about back flow prevention, attended 2 safety meetings, and attended a couple council meetings.

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

Thanks, stay safe!

Kyle Wellington

Water Treatment Superintendent

MAINTENANCE & CONSTRUCTION DEPT. REPORT

3-16-24/3-29-24

STREETS: Personnel operated the street sweeper. Personnel pothole patched areas of town. The yard waste route began on Tuesday March 26. Personnel poured 8 yards of M-4 concrete located in the 800 block of South 6th Ave.

WATER DISTRIBUTION: Personnel shut off 13 water services for nonpayment. Personnel tested the other block of water main on South 7th Ave between Washington St and Jefferson St and all came back good. Gate valves were opened and the two block stretch was put into service.

SEWER COLLECTION: Personnel continued flushing terminal manholes and trouble spots, using 60,000 gallons of water. Personnel also jetted and televised a few sanitary sewer mains to locate and resolve issues. Personnel had a sewer camera demo.

STORM SEWER COLLECTION: Personnel vac'd out a couple of plugged intakes with the recent rains.

MECHANIC/SHOP: Personnel serviced the street sweeper (adjusted the dirt shoes & placed a new main broom on) and 305 (placed rubberized coating on the flat bed).

OTHER: Personnel responded to 37 One Call Locates. Yard waste started this week. Personnel hauled numerous loads of spoil away from the shop.

*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.



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

1. APPLICANT INFORMATION

Name/Event: Alive After Fire
Coordinator: Melissa Westphal
Contact Number: 319-461-2390
Email Address: office@stairwaytothestarz.com

2. EVENT INFORMATION

Event Description: Alive After Fire to celebrate 1 year of Home Girl Beauty and 30 years of Stairway to the Stars.

Days/Dates of Event: Tuesday, May 14th

Time(s) of Event: (Include Set Up/Tear Down Time) 5:00-7:00 PM

Event Location: 202 & 204 S. Iowa Ave, Washington

Will event require an alcohol license or require modification of an existing license? Yes No
Tipsy Traveler will do alcohol

3. REQUEST INFORMATION (Check All Applicable Items)

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

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

Description: We will block two parking spots for the Tipsy Traveler's trailer. We have cones to do that.

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

Other Requests

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

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

_____ Use of gators/UTV/ATV on City streets

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

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

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

_____ Fireworks (specify location :)

_____ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

_____ Street barricades

_____ Yield signs for crosswalks

_____ Emergency "No Parking" Signs

_____ Garbage/Recycling Barrels

_____ Traffic cones

_____ Street Sweeping following (parades)

_____ Picnic Tables

_____ Other (please specify :)

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

_____ Amplified Sound/Speaker System

_____ Recorded/Live Music

_____ Public Address System

_____ If so: BMI/ASCAP License obtained?

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

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

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

Contact Person: _____

Phone: _____

7. INSURANCE

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

_____ Certificate of Insurance provided and accepted Certificate of Insurance not required

8. AGREEMENT

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

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

Melissa B. Weltphal

Applicant/Sponsor Signature

03.21.24

Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Administrator Deanna McCusker (Liquor Licenses)	319-653-6584	dmccusker@washingtioniowa.gov	Comments/Restrictions:
_____	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov
_____	Fire Chief	Brendan DeLong	319-653-6584 x181	bdelong@washingtioniowa.gov
_____	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov
_____	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov
_____	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: _____



Bi-Weekly Case Report

03/14/2024 - 03/28/2024

Case #	Case Date	Parcel Address	Owner Name	Description	Method of Warning	Clean up Deadline	Assigned To	Main Status
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Group: Closed

24150	3/20/2024	220 W. 5th St.	Wittmayer, Laurie L. & Terry A. Oneill	Appliance (Fridge) on front	Hanger	3/27/2024	Anna Duwa	Closed
24149	3/20/2024	314 W. Jefferson St.	Gonshorowski, Raphael A. & Linda A.	Furniture (Couch) on front	Hanger	3/27/2024	Anna Duwa	Closed
24144	3/18/2024	308 E 6TH ST	LARIOS, MARCOS & SHIRLEY N.	Mattresses on property	Hanger	3/25/2024	Anna Duwa	Closed
24141	3/15/2024	514 N MARION AVE	WHISLER, STEPHEN D. & CATHERINE P.	Appliance out front	Hanger	3/22/2024	Anna Duwa	Closed

Group Total: 4

Group: Open

24168	3/27/2024	325 E. Madison St.	Marcial, Cayetano C. & Thelma A. Cortes	Blocking sidewalk w/ trailer	Hanger	4/3/2024	Anna Duwa	Open
24167	3/27/2024	102 N. 7th Ave.	Herrera-Sosa, Benito L.	Dilapidating garage	Letter	4/8/2024	Anna Duwa	Open
24166	3/27/2024	110 N 7th Ave.	Harris, Roger E. Trust	Parking Violation (Trailers)	Letter	4/8/2024	Anna Duwa	Open
24165	3/27/2024	211 S. 4th Ave.	Seruya, Judah	Parking Violation (Car)	Hanger	4/3/2024	Anna Duwa	Open
24164	3/27/2024	323 W. 3rd St.	Wolfe, Dennis W. & Sandra J.	Furniture in yard	Hanger	4/3/2024	Anna Duwa	Open
24163	3/27/2024	515 S. 2nd Ave.	Carey, Ronald & Brenda	Furniture in yard	Hanger	4/3/2024	Anna Duwa	Open

24162	3/26/2024	708 E 3rd St.	Applegate, Lee & Amy Dewolf	Dumpster (Been there too long)	Letter	4/12/2024	Anna Duwa	Open
24161	3/26/2024	904 N 5th Ave.	Brezina, Ryan E.	Furniture out front	Hanger	4/1/2024	Anna Duwa	Open
24160	3/26/2024	807 N 5th Ave.	Knapp, John	Trailer PV	Hanger	4/1/2024	Anna Duwa	Open
24159	3/25/2024	1025 N. 2nd Ave.	Recendez, Fernando & Roselia	Appliance in yard	Hanger	4/1/2024	Anna Duwa	Open
24158	3/25/2024	915 N. Marion Ave.	Moore, Travis J.	Trailer PV	Hanger	4/1/2024	Anna Duwa	Open
24157	3/25/2024	710 N. Ave. B	Williams, Frances E. & Jess W.	Furniture & Junk (Tires)	Hanger	4/1/2024	Anna Duwa	Open
24156	3/25/2024	708 W. Monroe St.	Bodkins, Matthew J.	Boat PV & Dumpster	Hanger	4/1/2024	Anna Duwa	Open
24155	3/25/2024	514 S 9th Ave.	Rangel Roofing, LLC	Appliances in front	Hanger	4/1/2024	Anna Duwa	Open
24154	3/25/2024	505 S. 11th Ave.	Charlier, Keith	Trash and Furniture in yard	Hanger	4/1/2024	Anna Duwa	Open
24153	3/25/2024	905 S 2nd Ave.	Hentges, Nathan S.	Inoperable Vehicle	Hanger	4/1/2024	Anna Duwa	Open
24152	3/25/2024	815 S. 3rd Ave.	Coleman Homes, LLC	Vacuum in yard	Hanger	4/1/2024	Anna Duwa	Open
24151	3/25/2024	809 S. 3rd Ave.	Coleman Homes, LLC	Mattress out front	Hanger	4/1/2024	Anna Duwa	Open
24148	3/20/2024	509 W. Madison St.	Araiza-Ramos, Micaela & Simon Torres Toscano	Inoperable Vehicle	Letter	4/5/2024	Anna Duwa	Open
24147	3/20/2024	814 E VAN BUREN ST	Yahnke, Nathan & Tessa Winn	Parking Vio (Truck)	Letter	4/1/2024	Anna Duwa	Open
24146	3/18/2024	420 S 7th Ave.	Miller, Frank A. & Deborah S. Hoadly	Garage roof	Letter	3/29/2024	Anna Duwa	Open
24145	3/18/2024	612 S. 8th Ave.	Lemus Rentals, LLC	PV (Car)	Letter	3/29/2024	Anna Duwa	Open
24143	3/18/2024	404 E. 15th St.	Erickson, Naomi E.	Bushes/Trees growing onto neighbor's property	Letter	3/29/2024	Anna Duwa	Open

24142	3/15/2024	1317 E. 3rd St.	Huertero, Eulogio	PV/Inop. Vehicles	Letter	4/5/2024	Anna Duwa	Open
24140	3/15/2024	1621 N. Marion Ave.	Laws, Karen J.	Parking Violation (Van), Inoperable Vehicle (Truck, Van?)	Notice of Violation	4/12/2024	Anna Duwa	Open
24139	3/15/2024	621 E. Main St.	Hamilton, Diane	Furniture (mattress) on porch	Hanger	4/8/2024	Anna Duwa	Open

Group Total: 26

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Total Records: 30

3/28/2024

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
APRIL 2, 2024**

POLICE	ACE-N-MORE	KEYS	53.85	
	BDH TECHNOLOGY LLC	OFFICE SOFTWARE	198.00	
	BRDECKA, MIA	MEAL REIMBURSEMENT	31.49	
	CJ COOPER & ASSOC.	NEW HIRE-DRUG SCREEN	50.00	
	COBB OIL CO, INC.	FUEL	2,289.59	
	CUSTOM IMPRESSIONS INC	NOTARY STAMPS/PLAQUE	258.55	
	GALLS LLC	NEW HIRE- UNIFORM SUPPLIES	40.35	
	IGRAPHIX, INC	BUSINESS CARDS	52.00	
	IOWA LAW ENFORCMT ACADEMY	NEW HIRE TESTING	150.00	
	KIECK'S CAREER APPAREL & UNIFORMS	UNIFORMS - BURKHART	657.70	
	LESTER, JIM	MILEAGE REIMBURSEMENT	142.79	
	NORTHWESTERN UNIVERSITY	SUPERVISION TRAINING	525.00	
	RACOM CORPORATION	PORTABLE RADIO BATTERIES	225.00	
	RANGEMASTERS TRAINING CENTER	UNIFORM/WEAPON SUPPLIES	573.70	
	STIVERS FORD LINCOLN	LAMP ASSEMBLY	580.43	
	VISA-TCM BANK, N.A.	MEALS, FUEL, TRAINING, SUPPLIES	2,045.12	
	WASHINGTON AUTO CENTER	REPAIRS	1,175.57	
		TOTAL	9,049.14	
	FIRE	CINTAS CORP LOC. 342	TOWEL SERVICE	118.39
		COBB OIL CO, INC.	FUEL	784.69
HEIMAN FIRE EQUIPMENT		HOSE	572.12	
		TOTAL	1,475.20	
EMS	VISA-TCM BANK, N.A.	OFFICE SUPPLIES	86.66	
	WIDE, TOM	MILEAGE REIMB-WALCOTT	90.39	
		TOTAL	177.05	
DEVELOPMENT SERVICES	VISA-TCM BANK, N.A.	COMPUTER, SERVER MAINT	945.49	
	WMPF GROUP LLC	LEGAL ADVERTISING	15.93	
		TOTAL	961.42	
LIBRARY	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	19.96	
	AMES PUBLIC LIBRARY	ILL MATERIAL LOST	33.20	
	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	485.10	
	DEMCO INC	BOOK PROCESSING	108.05	
	GFC LEASING - WI	PRINTER LEASE	240.63	
	THE WASHINGTON HI-LIFE YEARBOOK	LIBRARY YEARBOOK AD	95.00	
	VALENTINE, TAMMY	HOMEBOUND SUPPLIES & PROG	7.21	
	VISA-TCM BANK, N.A.	SUPPLIES, SUBSC. SOFTWARE	328.59	
		TOTAL	1,317.74	
PARKS	ACE-N-MORE	SUPPLIES	27.98	
	ALLIANT ENERGY	ALLIANT ENERGY	196.21	
	ARNOLD MOTOR SUPPLY	FILTERS FOR MOWER	339.11	
	BLUE MOON SATELLITES, LLC	PORTABLE TOILET	125.00	
	COBB OIL CO, INC.	FUEL	226.73	
	COBB OIL CO., INC-BP ONE TRIP	FUEL	50.51	
		TOTAL	965.54	
POOL	ACCO	ROPE/FLOATS	133.70	
		TOTAL	133.70	

CEMETERY	ALLIANT ENERGY	ALLIANT ENERGY	29.04	
	ARNOLD MOTOR SUPPLY	FILTERS/SERVICE/STABILIZER	572.09	
	LOWRY EQUIPMENT	REPAIR SNOWBLOWER/MOWER	1,051.39	
	VISA-TCM BANK, N.A.	SOFTWARE	74.89	
	WASHINGTON RENTAL	STRING TRIMMERS	2,755.86	
		TOTAL	4,483.27	
FINANCIAL ADMINISTRATI	ACCESS SYSTEMS LEASING	COPIER LEASE	406.22	
	CAPITAL ONE	SUPPLIES, BATTERIES, TABLE	41.36	
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	108.00	
	CINTAS CORP LOC. 342	RUG SERVICE	65.50	
	IGRAPHIX, INC	NEWSLETTER PRINTING	2,748.34	
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	255.00	
	VISA-TCM BANK, N.A.	ZOOM & SOFTWARE	236.05	
	WASH CO RECORDER	K HACKERT RECORDING-24-642	12.00	
	WASH COUNTY MINIBUS	APRIL LOST	18,589.41	
	WMPF GROUP LLC	LEGAL ADVERTISING	512.90	
		TOTAL	22,974.78	
	AIRPORT	ALLIANT ENERGY	ALLIANT ENERGY	160.75
		BAUTISTA MIRANDA, YOLANDA	MARCH CLEANING	300.00
CLOUDBURST 9		INTERNET	106.35	
VISA-TCM BANK, N.A.		RUNWAY BULS, SUPP, & ZOOM	812.01	
		TOTAL	1,379.11	
ROAD USE	ACE-N-MORE	BATTERIES, HAMMER, FLASHLI	523.17	
	ARNOLD MOTOR SUPPLY	FILTERS	188.50	
	CAPITAL ONE	SUPPLIES, BATTERIES, TABLE	77.42	
	COBB OIL CO, INC.	FUEL	1,418.02	
	COBB OIL CO., INC-BP ONE TRIP	FUEL	113.18	
	DOUDS STONE LLC	ROADSTONE	464.45	
	ELLIOTT EQUIPMENT CO	SWEEPER PARTS	301.12	
	IGRAPHIX, INC	DOOR HANGERS	68.40	
	VISA-TCM BANK, N.A.	COMPUTER, SERVER MAINT	15.00	
	ZARNOTH BRUSH WORKS	GUTTER BROOM	392.40	
		TOTAL	3,561.66	
	HOTEL/MOTEL TAX	VISA-TCM BANK, N.A.	COMPUTER, SERVER MAINT	147.02
		WASH CHAMBER OF COMMERCE	REIMB FOR TRAVEL IA CONF	1,738.06
		TOTAL	1,885.08	
SIDEWALK REPAIR &	VAN DUYN, STACI	SIDEWALK REPLACEMENT PROGR	448.00	
		TOTAL	448.00	
TREE COMMITTEE	MCCONNELL, MARDE	REIMBURSEMENT SUPPLIES	144.07	
		TOTAL	144.07	
K-9 PROGRAM	ACE-N-MORE	K9 FOOD & SUPPLIES	56.98	
		K9 FOOD	44.99	
		TOTAL	101.97	
LIBRARY GIFT	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	41.59	
	BAKER & TAYLOR	LIBRARY MATERIALS	472.49	

	CAPITAL ONE	SUPPLIES, BATTERIES, TABLE	162.00
	DEMCO INC	STEM CARTS FOR MIP	1,973.33
	DES MOINES REGISTER	SUBSCRIPTION	533.03
	OLIVEIRA, LUCAS	PROGRAM SUPPLIES	100.00
	OVERDRIVE, INC.	DIGITAL MATERIAL	600.10
	VISA-TCM BANK, N.A.	SUPPLIES, SUBSC. SOFTWARE	408.49
		TOTAL	4,291.03
WATER PLANT	CAPITAL ONE	SUPPLIES, BATTERIES, TABLE	262.90
	COBB OIL CO, INC.	FUEL	34.80
	CUSTOM IMPRESSIONS INC	FINAL BILLING STAMPS	137.85
	POSTMASTER	BULK MAILING WATER BILLS	1,168.06
	VISA-TCM BANK, N.A.	OPERATOR CERTIFICATION	32.29
		TOTAL	1,635.90
WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	552.19
	AGRILAND FS, INC	GREASE BARREL	902.40
	ALLIANT ENERGY	ALLIANT ENERGY	48.91
	ARNOLD MOTOR SUPPLY	FILTERS/TANKFOR CUTTING TORCH	263.66
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	36.01
	COBB OIL CO, INC.	FUEL	547.03
	IOWA ONE CALL	SERVICE	65.70
	MIDWEST WHEEL	SPOT LIGHTS	229.24
	QUAD CITIES WINWATER	HYDRANTS	3,116.00
	TRACTOR SUPPLY	CUT OFF WHEELS	9.99
	WASHINGTON RENTAL	STARTER COIL	72.00
		TOTAL	5,843.13
SEWER PLANT	ACE-N-MORE	DRILL PRESS FOR SHOP/PARTS	232.95
	ARNOLD MOTOR SUPPLY	SUPPLIES	8.81
	COBB OIL CO, INC.	FUEL	374.68
	EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	2,065.10
	IGRAPHIX, INC	H2S METER SHIPPING	16.76
	JOHN DEERE FINANCIAL	MOWER SERVICE	211.75
	VISA-TCM BANK, N.A.	CLASSES, HOTELS & SUPPLIES	1,311.70
		TOTAL	4,221.75
SEWER COLLECTION	ACE-N-MORE	VAC TRAILER PARTS	194.56
	ARNOLD MOTOR SUPPLY	FILTERS	309.29
	COBB OIL CO, INC.	FUEL	1,003.53
	DOUDS STONE LLC	ROADSTONE	1,057.94
	VISA-TCM BANK, N.A.	LODGING & MEALS	1,170.80
		TOTAL	3,736.12
SANITATION	WASH CO HUMANE SOCIETY	COLLECTIONS FOR MARCH	335.29
	JOHNSON COUNTY REFUSE INC	GARBAGE STICKERS	1,140.00
		TOTAL	1,475.29
		TOTAL	70,260.95

**CITY OF WASHINGTON, IA
VISA Card Charges**

CLAIMS REPORT 4/2/2024

AIRPORT
ZOOM
AMAZON
AMAZON

CONFERENCE SUBSCRIPTION
WIRE CONNECTORS FOR RUNWAY LIGHTS
OFFICE SUPPLIES

17.11
688.00
106.90
812.01

FIN ADMIN
AMAZON
LIQUID WEB, L.LVC
ZOOM
ADDBE
EASTERN IOWA CC

WEB SERVICES
WEB SERVICES
ZOOM SUBSCRIPTION
ACROBAT PRO SUBSCRIPTION
CPR LICENSES

11.84
147.03
55.99
21.19

WATER PLANT
IA DNR FEES

WILL - DRINKING WATER DISTRIBUTION 2 CERTIFICATION

32.29

CEMETERY
MICROSOFT

OFFICE SUBSCRIPTION

32.29

SEWER PLANT
WALMART
HILTON HOTELS
WPY* IOWA SECTION AMERICAN
KIRKWOOD CONT EDUCATION

OFFICE SUPPLIES
CONFERENCE HOTEL
CELLS FOR JASON AND PARKER
ANDREW WASTEWATER CLASS

74.89

FIRE/EMS
STAPLES

TONER

86.66

POLICE
DOGS FOR LAW ENFORCEMENT

FEE
CREDIT VOUCHER
KWIKSTAR
TACO TICO
COPPERHEAD SALOON
PANCHEROS
CULVERS
MINERAL CITY
TROPICAL SMOOTHIE
SALVATORES
CASEYS

86.66

JETHROS
PRAIRIE MEADOWS
HOLIDAY INN
CASEYS
MERRILL HOTEL

K9 CERTIFICATION TRAINING
OVER LIMIT FEE (RAISED TO COVER DEX DENTAL EXP)
REFUND OF TAX FOR DEX DENTAL EXP
BRDECCA FUEL AT TRAINING
BRDECCA MEAL AT TRAINING
BRDECCA MEAL AT TRAINING
BRDECCA MEAL AT TRAINING
BRDECCA MEAL AT TRAINING
BRDECCA MEAL AT TRAINING
MEAL BRDECCA CONFERENCE
FUEL BRDECCA CONFERENCE
MEALS-LESTER&S. ALTENHOFEN/MEALS-LESTER&BRDECCA/
MEALS - LESTER ADAM, KEPHART
HOTEL AND MEAL FOR LESTER-IPOA CONFERENCE
HOTEL FOR BRDECCA TRAINING
FUEL/ILEA TRAINING AND TRAINING AT RANGEMASTERS
BRDECCA TRAINING

2,045.12

236.05

SUBSCRIPTION
DIGITAL SIGNAGE
TRAINING - POTTERY WHEEL
IAA MEMBERSHIP
POSTAGE SERVICE
EMAIL SUBSCRIPTION
ZOOM SUBSCRIPTION
EMAIL SERVICES

737.08

CPR CARDS
JEFF COMPUTER REPLACEMENT

36.00
909.49
945.49

147.02

147.02

ROAD USE/SEWER COLLECT/WATER DIST

IA CRIMINAL RECORDS CHECK
HOLIDAY INN EXPRESS
BOULDER TAPHOUSE
CORN BRED BBQ
KUM&GO
PANCHEROS

15.00
960.96
49.62
80.25
42.23
37.74
1,185.80

Grand Total

7,614.11

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

FY 2024-2025 Budget
Equipment Purchase Request

FOR ITEMS OVER \$5,000

Item: SEWER CAMERA	Account: SEWER COLLECTION 6723
Cost: \$125,000	Dept: MAINTENANCE/CONSTRUCTION

Narrative/Justification: We would like to purchase a new camera system. The current sewer camera system has had lingering issues along with an outdated software that does not let M/C certified personnel fully inspect a sewer system through Nassco. The camera head has had issues with leaking nitrogen gas that prohibits having a visual of the sewer pipes while televising. This has been sent to be repaired on numerous occasions.

We have 3 major sewer systems in the City, West Interceptor, East Interceptor & the Egg system (largest/oldest). We have these inspected & recorded except for the Egg system. The new camera system is made up of 3 pieces of equipment, the camera tractor, cable reel and a controller of which would be retrofitted into our current camera trailer. The controller has software along with the controlling knobs to operate the camera. Anytime the system would need a software update, it would automatically update the controller.

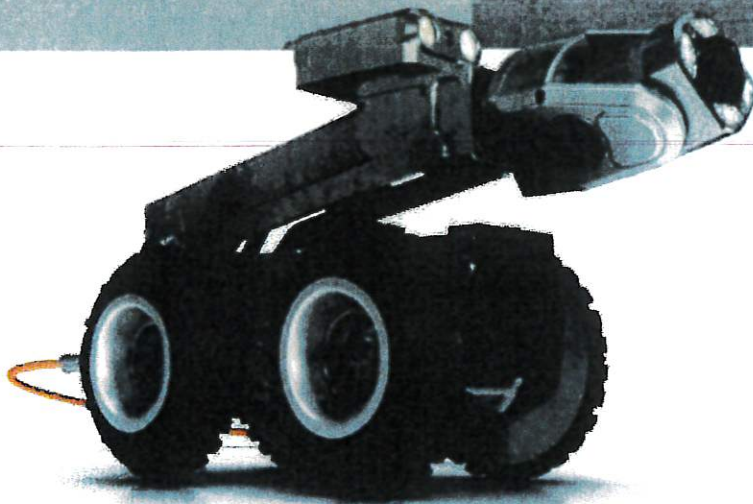
This camera is an important item for the City, especially when we can find an issue inside the sewer lines. This can determine whether the City is at fault, or find and pinpoint an issue.

If applicable, please describe the approximate value of the unit to be replaced, and whether it will be traded in or sold outright: There is a trade in value between \$7,500-\$10,000.

*****Please attach additional documentation including any quotations received*****

• ROVVER X

AGILE, INTELLIGENT
SEWER INSPECTION
SYSTEM

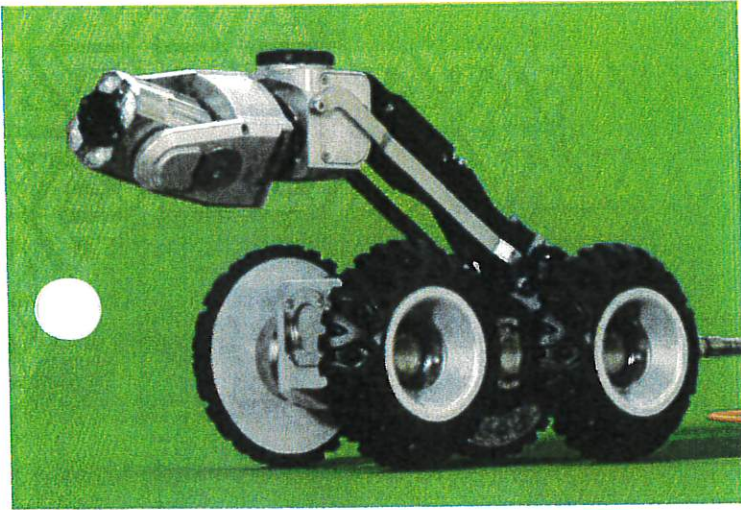


 **ENVIROSIGHT**

GAIN DEEPER INSIGHT

When you open a manhole, be ready to get the full picture.

With unmatched power and agility, ROVVER X delivers the insight you need to make critical maintenance decisions. It offers industry-leading productivity with a simple interface, advanced capabilities and support for digital workflows.



SIMPLE

Cut out complexity for your crew with technology that's easy to learn and use, a responsive support team, and a regional service network that delivers rapid turnaround.



RELIABLE

Stay on schedule and within budget with ROVVER X's industry-low downtime and cost-of-ownership. Not only is it built to endure punishment, its intuitive design lets you perform routine maintenance right in the field.



ADAPTABLE

Tackle any inspection challenge. ROVVER X accessories and wheels swap in seconds to fit any pipe size, material and condition. And when the job calls for specialized capabilities, easily add lateral launch, laser profiling, side scanning and more.



AGILE

Power past obstacles that sideline other crawlers. With steerable six-wheel drive, ROVVER X avoids obstructions and climbs over debris and offsets. An array of onboard sensors helps you avoid hazards.

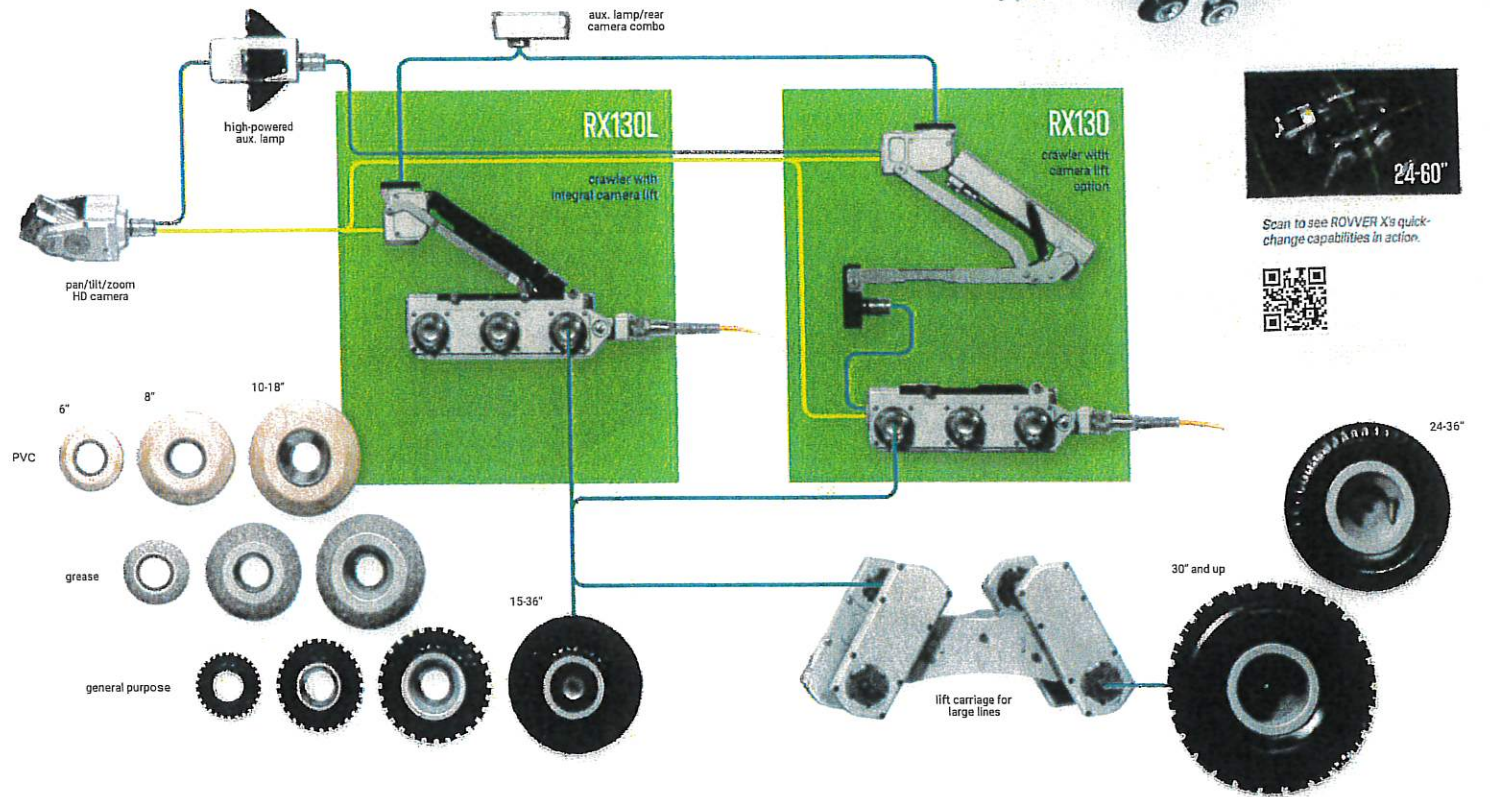


SMART

Access every capability from a single interface—operate the crawler, record video, overlay text, log observations, measure defects and create reports. Inspection data streams securely to the cloud, and the system auto-updates to the latest features.

ADAPTABLE

ROVVER X is the only crawler system that lets you change wheels and accessories rapidly without tools. Achieve new levels of productivity, and confidently handle any combination of pipe size, material and condition.



24-60"

Scan to see ROVVER X's quick-change capabilities in action.



SMART

Simple to learn yet powerfully capable, ROVVER X's touchscreen controls support your entire inspection workflow. And with built-in Wi-Fi, you can share inspections online and keep your ROVVER X system updated with the latest features.



FLEXSPECTION

When pipes you need maximum resolution, sometimes you need a smaller size—and sometimes you need a compromise. With Flexpection, the choice is yours.

SD HD 720P HD 1080P

Flexpection 5MP available on 40000 HD 1080P FX

NEED LESS?

This remote control puts all major crawler and reel functions in the palm of your hand, and it comes standard with every ROVVER X system.



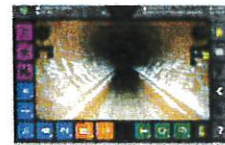
NEED EVEN MORE?

For maximum productivity, this optional desktop command center offers precision control, full QWERTY keyboard, and ergonomic comfort.



OPERATE

Control every ROVVER X function using twin multi-function joysticks, intuitive touchscreen controls and real-time feedback. Onscreen notifications help warn against operating hazards.



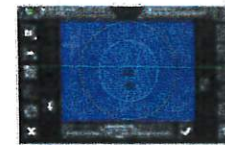
OVERLAY TEXT

With drag-and-drop simplicity, create an overlay that has static text, live data, observation details and your logo. Customize text position, color and background to your preference.



MEASURE DEFECTS

Powerful measurement tools let you size up cracks, water level, pipe diameter, wall features, bend angles, inclination and much more.



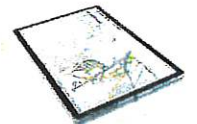
ENTER OBSERVATIONS

Create an inspection, then log observations with help from onboard defect catalogs, including PACP and WRc.



CREATE REPORTS

Generate PDF reports from completed inspections, then deliver them via USB drive.



CONNECTED

Wirelessly upload your inspections directly to WinCan Web, the cloud platform for sewer inspection data. Review, edit, analyze and map inspection data online, and securely share results with your entire team.

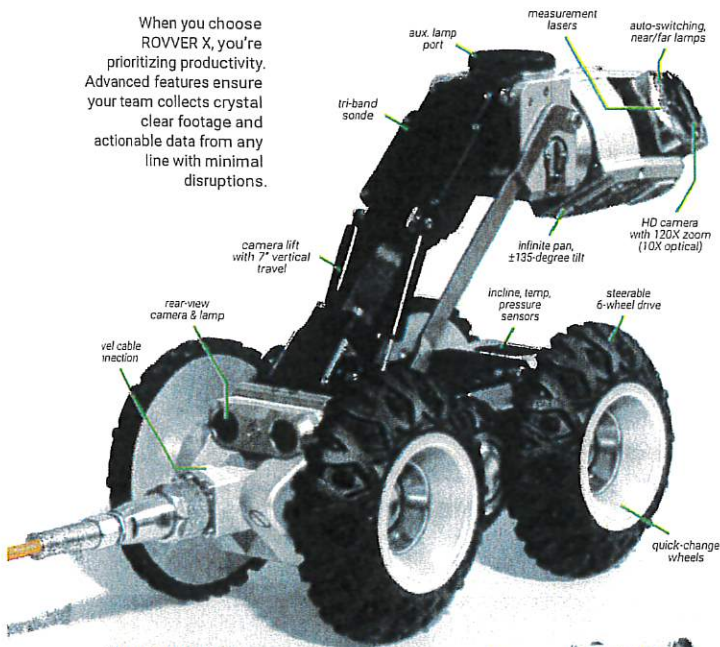


Scan to set up your free WinCan Web trial account.



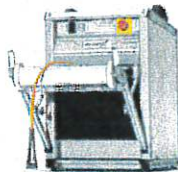
CAPABLE

When you choose ROVVER X, you're prioritizing productivity. Advanced features ensure your team collects crystal clear footage and actionable data from any line with minimal disruptions.



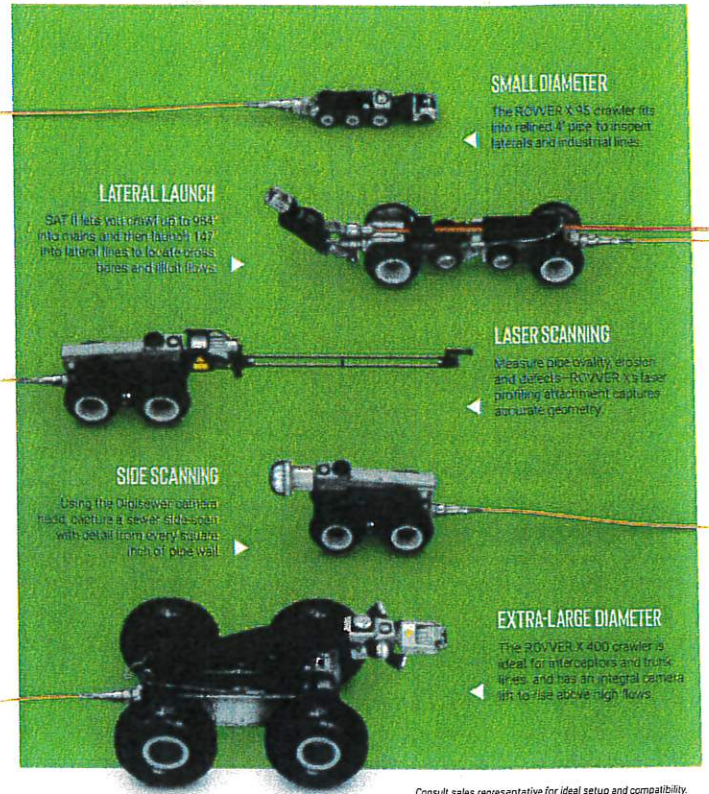
The rugged ROVVER X cable boasts a 1000-lb break strength. And with just 6 conductors, it's easy to field-terminate.

Available in 98' and 164' versions, the ROVVER X reel automatically feeds cable so the crawler doesn't have to pull it off the reel. This extends travel range and reduces crawler wear-and-tear.



SCALABLE

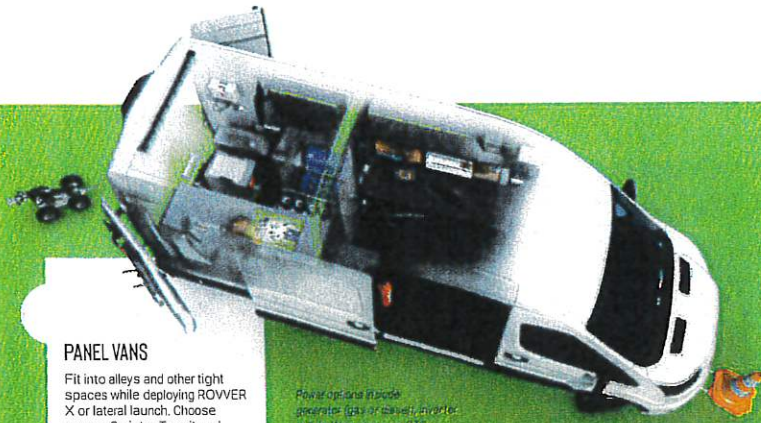
Once you own the ROVVER X platform, the sky is the limit. Specialty crawlers and attachments give you plug-and-play capability, so you can meet any inspection challenge.



Consult sales representative for ideal setup and compatibility.

MOBILE


Stay safe, productive and comfortable while deploying your ROVVER X in the field. EnviroSight-built vehicles protect your crew and offer full amenities—ensuring your equipment, tools, and safety gear are within easy reach.




PANEL VANS
Fit into alleys and other tight spaces while deploying ROVVER X or lateral launch. Choose among Sprinter, Transit and ProMaster options, with power from an inverter or vehicle PTO.

Power options include generator, gas or battery inverter, 12v battery, or engine PTO.


BOX TRUCKS
Get maximum elbow room, plus extra capacity for lateral launch systems, generator power sources and cranes.



TRAILERS
Gain flexibility when inspection is part time or when inspection equipment must be shared between crews.



ENCLOSURES
Deploy an EnviroSight Outpost when you need access to easements and other remote worksites using a pickup or ATV.



TRUSTED

Standing behind ROVVER X is a team with decades of experience helping sewer professionals succeed. We've built the industry's largest network of regional support and service locations—so wherever the job takes you, help is never far.



Don't take our word for it. Some of the largest cities and contractors trust ROVVER X. Scan to read their stories.



LOCAL PRESENCE

Success in our industry is a ground game. That's why we have systems, parts inventory and capabilities strategically deployed nationwide, ready for you on demand.

WARRANTY

ROVVER X is backed by one of the industry's most comprehensive warranties. Optional maintenance plans and extended warranties offer further cost predictability. And with more than 25 factory-certified service centers across North America, we're never far when you need help.

TRAINING

Your operators will be productive out of the gate with on-site training from certified ROVVER X instructors. Not only do we cover equipment care, operation and safety, we're available to provide PACP training, too. Need virtual training? We deliver it on demand from a fully equipped studio.

TURNAROUND

Gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. And when unique challenges require unique capabilities, know that rental gear is available from 23 locations across the continent.

5000+
crawler systems worldwide

46
locations in North America

4%
average yearly cost of ownership compared to purchase price

4000'+
average distance inspected per day per crew

SPECIFICATIONS

system

ratings CE, NRTL
 power 120-240 Vac, 60 Hz
 viewing capability pipelines 4–96" dia.
 operating temp. 32 to 104°F
 storage temp -4 to 158°F

camera (RCX90 HD)

sensitivity 0.05 lux
 resolution 1920 x 1080 pixels
 zoom lens 120x (10x optical, 12x digital)
 pressure rating 1 bar
 protection class IP68
 features auto shutter; auto/manual focus
 illumination dimmable LED, dual mode
 articulation ±135 deg tilt; infinite pan
 measurement twin laser diodes spaced 1.97"
 sensing temperature, pressure, pan/tilt
 size 6.6"x3.2"x2.8" (168x81x72 mm)
 weight 3.3 lb (1.5 kg)
 materials aluminum, stainless steel

crawler (RX130 HD, RX130L HD)

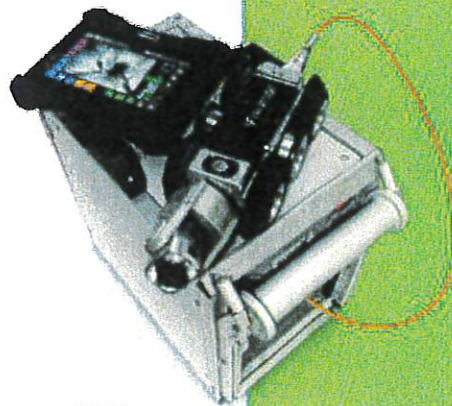
drivetrain steerable 6-wheel drive
 turn radius down to 0.0"
 camera color rear-view with tri-LED lamp
 sensors pitch, roll, temperature, pressure
 pressure rating 1 bar
 protection class IP68
 size (130) 12.2"x4.3"x3.5" (310x110x90 mm)
 size (130L) 15.1"x5.0"x4.6" (384x126x117 mm)
 weight (130) 13.2 lb (6 kg)
 weight (130L) 17.6 lb (8 kg)
 lift range (130L) 7.1" (180 mm)
 materials aluminum, stainless steel
 sonde transmitter 33kHz/512Hz/640Hz

control pendant (VC500 HD)

controls joysticks, touchscreen, power, stop
 touchscreen 10.1" color TFT, multi-touch,
 1280x800 px, 1280 cd/m², 150-deg view angle
 video capture MPEG-4 AVC (H.256)
 image capture JPEG or PNG
 internal storage 128 GB
 connectivity LAN, USB 2, USB 3, Wi-Fi, HDMI
 protection class IP55
 size 11.8"x10.5"x2.8" (300x267x71 mm)
 weight 4 lb (1.81 kg)
 housing plastic (ABS, PC), IP55-rated

auxiliary lamp (RAL200 HD, optional)

forward illumination twin tri-LED lamps
 camera color rear-view with tri-LED lamp
 sonde transmitter 33 kHz / 512 Hz
 protection class IP68
 dims. 2.8"x1.3"x4.0" (72x33x102 mm)
 weight 1.3 lb (0.6 kg)
 materials aluminum, stainless steel



explosion-proof
 models available

TYPICAL SYSTEM

- RX130 HD crawler body
- RCX90 HD camera head
- RAX300 HD reel with 984' cable
- VC500 HD control pendant
- WinCan Vx software (basic)
- handheld wireless remote control
- assortment of wheels
- transport case(s)
- tools



cable reel (RAX300 HD)

cable length 984' (300 m)
 cable diameter ¼" (6.5 mm)
 cable weight 0.03 lb/ft
 cable strength 1000 lb
 cable conductors 6
 controls (local) power, emergency stop
 controls (via pendant) auto/manual, speed,
 forward/reverse, pull strength
 sensors tension, tilt
 size 24.6"x14.5"x22.6" (625x368x575 mm)
 protection class IP44
 weight 123.4 lb (56 kg)
 connections pendant, service, video in/out

camera lift (optional)

lift range 7.1" (180 mm)
 materials aluminum, stainless steel

carriage (optional)

wheelbase (w/l) 14.5"/12.2" (368/310 mm)
 weight 34.2 lb (15.5 kg)
 materials aluminum, stainless steel

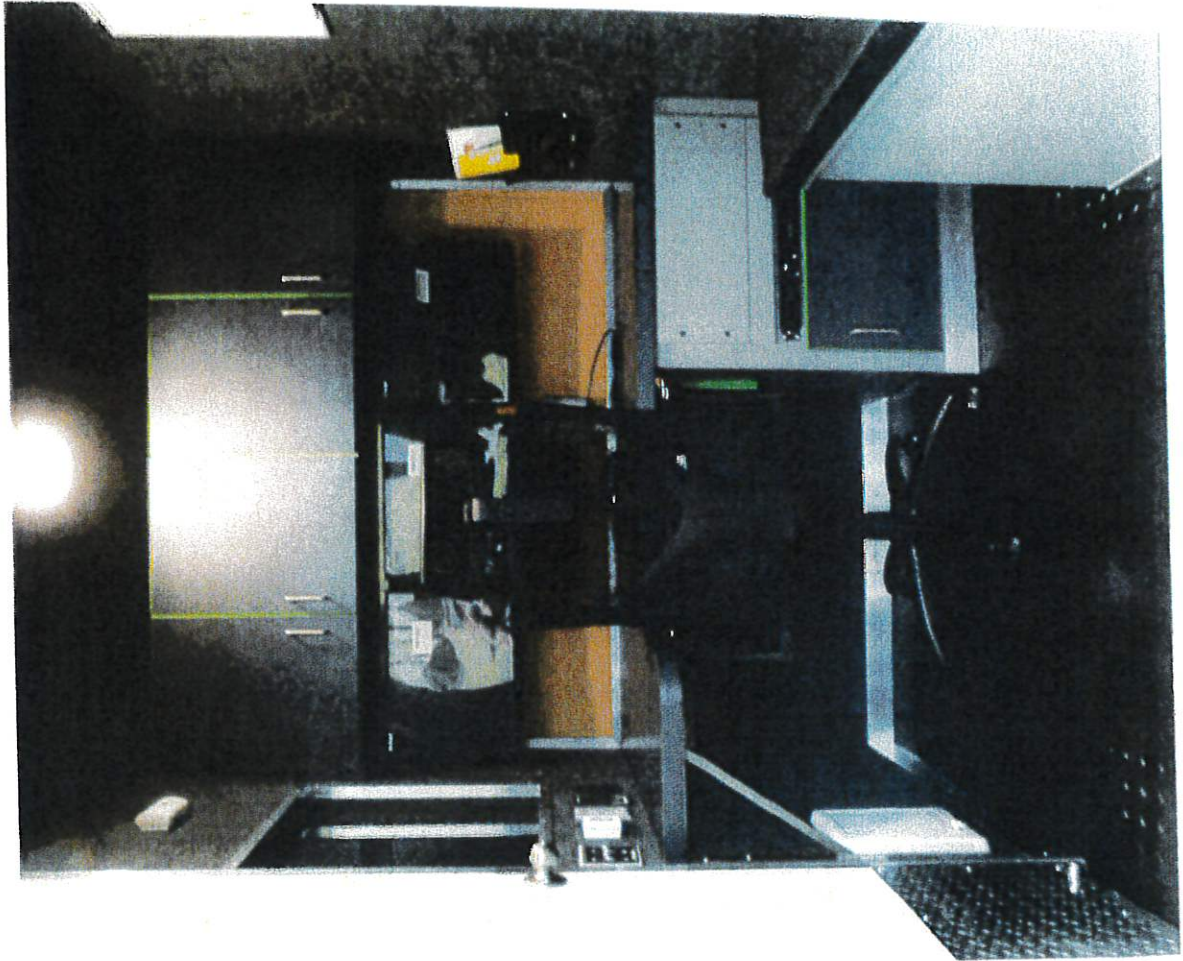
Request a FREE
 On-site Demo





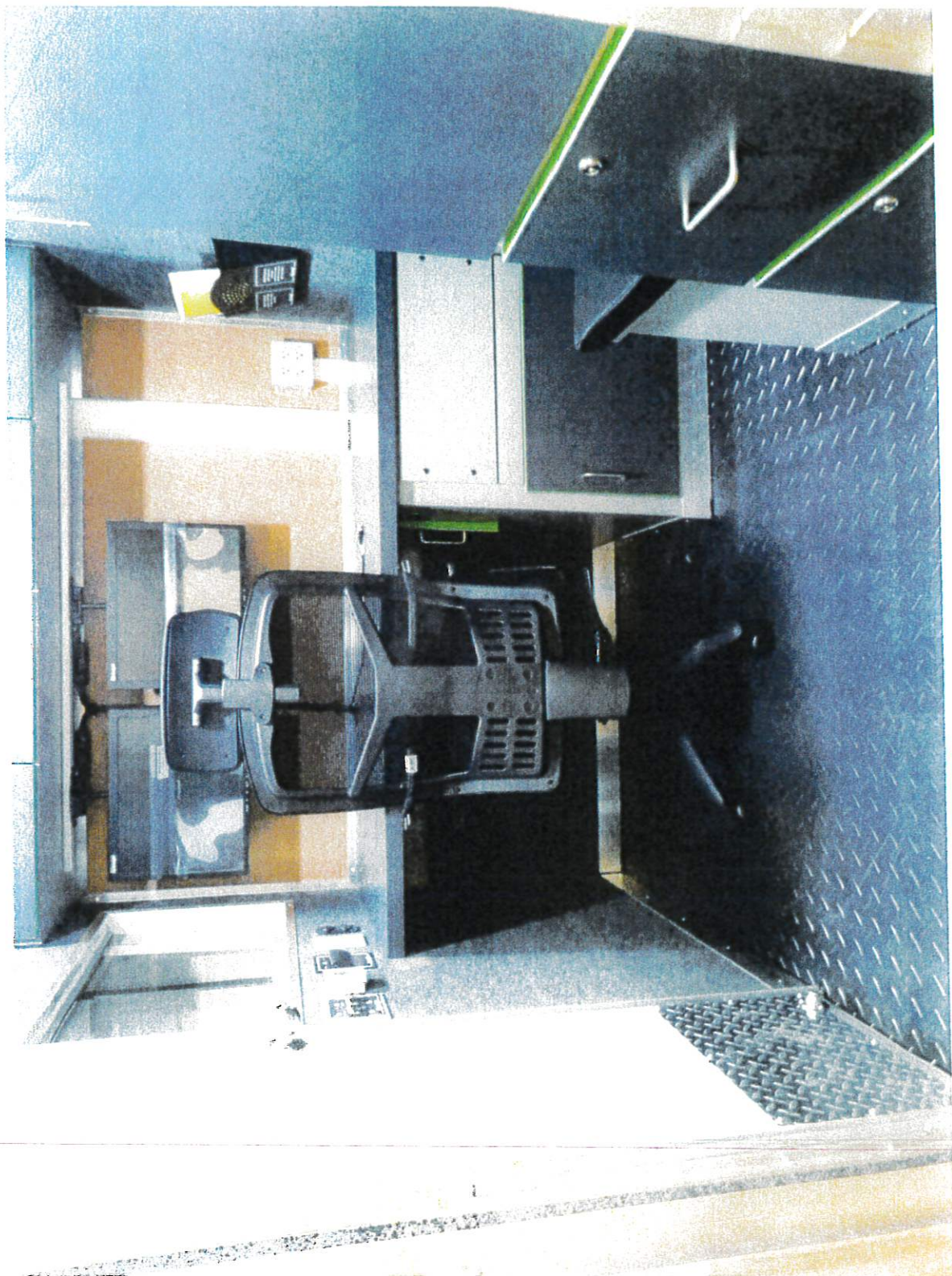








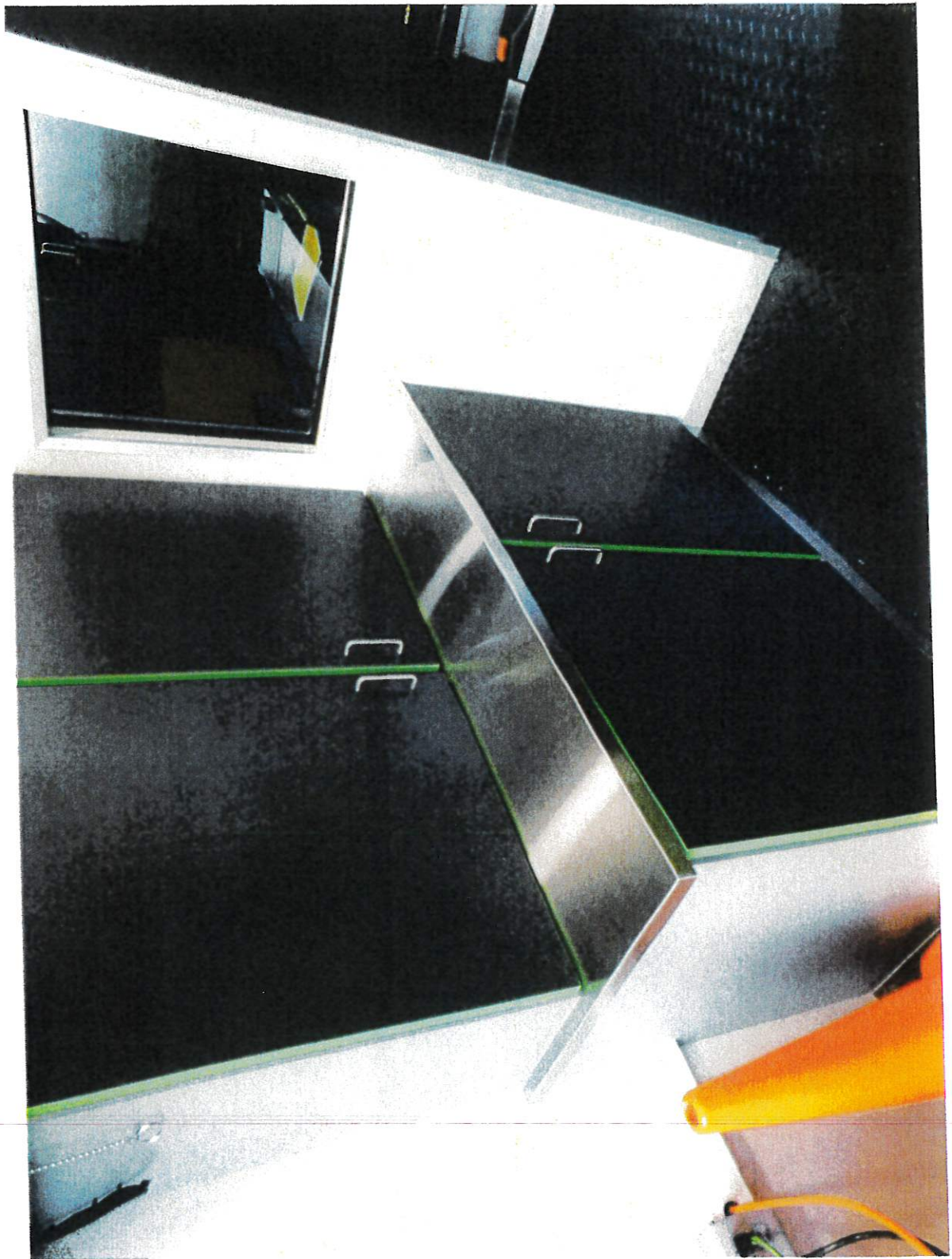




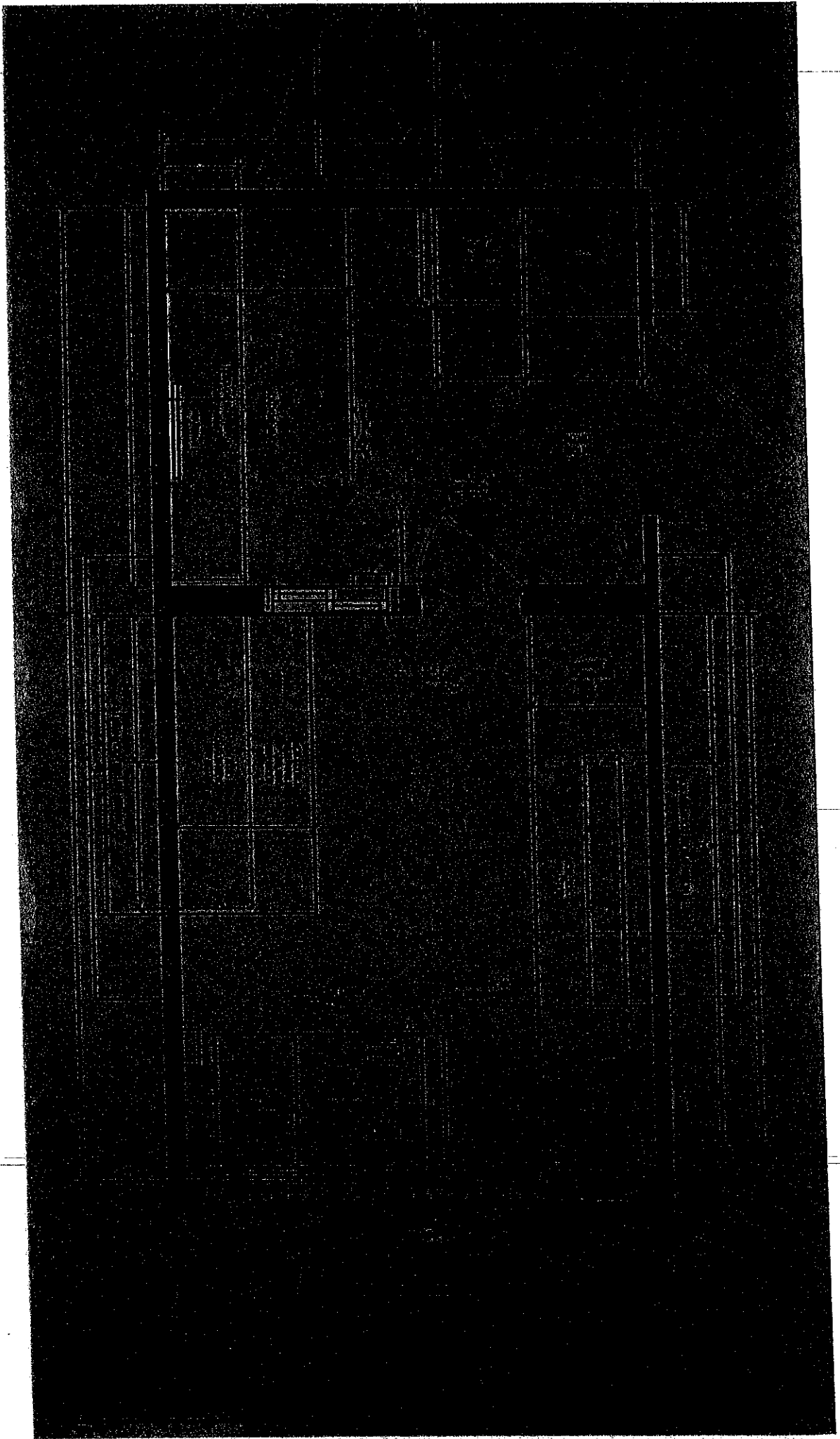












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Standard Features- Many Optional Features Available

operator studio

solid bulkhead wall with fixed smoked-glass window and pass-through door with aluminum kick plate • Formica desk with outlets above and below • cork board wall above desk surface • overhead recessed LED lighting • 19" Tru-Vu desk-mounted monitor • high-back operator chair • storage cabinet • hinged bench seat with cushion and storage beneath • carpeted walls and ceiling • black treaded rubber floor • rack cabinet (for computer/DVD-RW) • wall file • video distribution booster • safety light controls mounted above desk • USB charger

equipment bay

stainless steel work surfaces • built-in heavy-duty storage/tool box • rear-facing 19" Tru-Vu monitor • slide-out crawler drawer under reel • hutch cabinet behind reel • wash-down system (on-demand pump, lighted switch, 18-gallon water tank with exterior fill, 25' retractable hose reel) • overhead recessed LED lights • plywood ceiling/walls covered with gray FRP • black treaded rubber floor • aluminum storage shelf and caddy with trash can • wheel drawer • rubber glove dispenser

power

shore power cord with 120V wall adapter • breaker box with 12V inverter • cable theft deterrent with lock

miscellaneous

hand sanitizer • hand cleaner • paper towels • rubber gloves • first-aid kit • fire extinguisher • Rain-X • Simple Green • dry-erase board • traffic cones • rubber counter mat • remote mount • lanyard

exterior

tie-off clamp at rear of trailer



Contractor's Application for Payment

Owner: <u>Washington Airport Commission</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>0T5.128743</u>
Contractor: <u>Eagle Point Solar</u>	Other Project No.: _____
Project: <u>Install Solar Power Panels</u>	
Application No.: <u>03</u>	Application Date: <u>2/9/2024</u>
Application Period: From <u>9/20/2023</u> to <u>1/31/2024</u>	

1. Original Contract Price	\$	124,517.00
2. Net change by Change Orders	\$	7,216.00
3. Current Contract Price (Line 1 + Line 2)	\$	131,733.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	131,733.00
5. Retainage		
a. 5% X \$ 131,733.00 Work Completed	\$	6,586.65
b. Total Retainage (Line 5.a)	\$	6,586.65
6. Amount eligible to date (Line 4 - Line 5.c)	\$	125,146.35
7. Less previous payments (Line 6 from prior application)	\$	106,462.03
8. Amount due this application	\$	18,684.32

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: Eagle Point Solar

Signature: _____ **Date:** 2/12/2024

Name: Emily Doland **Title:** Controller

Recommended by Engineer	Approved by Owner
By: <u>Carl L. Byers</u>	By: <u>Kevin Epling</u>
Name: <u>Carl L. Byers, P.E.</u>	Name: <u>Kevin Epling</u>
Title: <u>Aviation Project Manager</u>	Title: <u>Airport Commission co chair</u>
Date: <u>2/10/2024</u>	Date: <u>02/12/24</u>

Progress Estimate - Unit Price Work

Owner: Washington Airport Commission
 Engineer: Broken & Mank, Inc.
 Contractor: Exter Point Solar
 Project: Install Solar Power Panels
 Contract:

Contractor's Application for Payment
 Owner's Project No.: 035128243
 Engineer's Project No.:
 Other Project No.:

Item No.	Description	Item Quantity	Unit	Contract Information		Value of Bid Item (C X F) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Material Stored to Date (H + I) (\$)	% of Value of Work (J / F) (%)	Balance to Finish (P - J) (\$)
				From	to									
Application No.: 03 Application Period: From 06/29/23 to 01/31/24 Application Date: 02/09/24														
1	20 KwDC Solar Array Installation Location 1 (Hangar G)	1.00	LS	59,450.00		59,450.00	0.95	59,450.21	1.00	59,450.00		59,450.00	100%	
2	20 KwDC Solar Array Installation Location 2 (Hangar A)	1.00	LS	57,072.00		57,072.00	0.88	50,435.03	1.00	57,072.00		57,072.00	100%	
3	Relocate Terminal Power to Meter C	1.00	LS	7,995.00		7,995.00	1.00	7,995.00	1.00	7,995.00		7,995.00	100%	
Original Contract Totals \$ 124,517.00 \$ 124,517.00 \$ 124,517.00 \$ 124,517.00 \$ 124,517.00 \$ 124,517.00 \$ 124,517.00 100%														
Change Order														
CO #01	Add 2 Rows of Solar Panels on Hangar A [Location 2]	1.00	LS	7,216.00		7,216.00			1.00	7,216.00		7,216.00	100%	
Change Order Totals \$ 7,216.00 \$ 7,216.00 \$ 7,216.00 \$ 7,216.00 \$ 7,216.00 \$ 7,216.00 \$ 7,216.00 100%														
Project Totals \$ 131,733.00 \$ 131,733.00 \$ 131,733.00 \$ 131,733.00 \$ 131,733.00 \$ 131,733.00 \$ 131,733.00 100%														

Contractor's Application for Payment

Owner: <u>Washington Airport Commission</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>OT5.128743</u>
Contractor: <u>Eagle Point Solar</u>	Other Project No.: _____
Project: <u>Install Solar Power Panels</u>	
Application No.: <u>04-Final</u>	Application Date: <u>3/11/2024</u>
Application Period: <u>From 2/1/2024</u> to <u>3/1/2024</u>	

1. Original Contract Price	\$	124,517.00
2. Net change by Change Orders	\$	7,216.00
3. Current Contract Price (Line 1 + Line 2)	\$	131,733.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	131,733.00
5. Retainage		
a. _____ X \$ 131,733.00 Work Completed	\$	
b. Total Retainage (Line 5.a)	\$	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	131,733.00
7. Less previous payments (Line 6 from prior application)	\$	125,146.35
8. Amount due this application	\$	6,586.65

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; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Eagle Point Solar

Signature: _____ **Date:** 3/12/2024
Name: Emily Doland **Title:** Controller

Recommended by Engineer

Approved by Owner

By: Carl L. Byers
Name: Carl L. Byers, P.E.
Title: Aviation Project Manager
Date: 3/12/2024

By: [Signature]
Name: Robert Eglington
Title: Airport Comm co chair
Date: 3/13/24

Progress Estimate - Unit Price Work

Owner: Washington Airport Commission
 Engineer: Bolton & Menk, Inc.
 Contractor: Eagle Point Solar
 Project: Install Solar Power Panels
 Contract:

Contractor's Application for Payment
 Owner's Project No.: DTS-128743
 Engineer's Project No.: DTS-128743
 Other Project No.:

App. No.	Description	Contract Information		Unit Price		Value of Bid Item (C)(F)		Quantity Previous Estimate	Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in this Work	Work Completed	Value of Work Completed to Date (E)(G)	Materials Currently Stored (In in (G))	Work Completed and Materials Stored to Date (H)(I)	Value of Work Completed to Date (J)(F)	Balances to Finish (K)(J)																																																																																																																																																								
		From	To	Unit	Price	Quantity	Value																																																																																																																																																																		
1	20 KwDC Solar Array Installation Location 1 (Hangar B)			LS	59,450.00	1.00	59,450.00	1.00	59,450.00	59,450.00	1.00	1.00	59,450.00		59,450.00	100%																																																																																																																																																									
2	20 KwDC Solar Array Installation Location 2 (Hangar A)			LS	57,072.00	1.00	57,072.00	1.00	57,072.00	57,072.00	1.00	1.00	57,072.00		57,072.00	100%																																																																																																																																																									
3	Relocate Terminal Power to Meter C			LS	7,995.00	1.00	7,995.00	1.00	7,995.00	7,995.00	1.00	1.00	7,995.00		7,995.00	100%																																																																																																																																																									
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CHANGE ORDER

No. 001

PROJECT: Washington Municipal Airport - Install Solar Power Panels
 DATE OF ISSUANCE: March 14, 2023 EFFECTIVE DATE: March 14, 2023

OWNER: Washington Airport Commission
 ENGINEER'S PROJECT NO.: OT5.128743
 CONTRACTOR: Eagle Point Solar, LLC ENGINEER: Bolton & Menk, Inc
 FAA AIP: 3-19-0093-016-2023 IDOT Project No. N/A

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

Description:

Additional solar panels recommended to be added to Hangar A.

Reason for Change Order:

Two rows of solar panels will be added to Hangar A to increase efficiency of the system by increasing solar power received closer to electricity used by the meter.

Attachments (List of Documents Supporting Change):

- 1 - Change Order #1 Supporting Document

CHANGES IN CONTRACT PRICE:		CHANGES IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times	
\$	124,517.00	Substantial Completion:	<u>11/1/2023</u> days or dates
		Ready for final payment:	_____ days or dates
Net Changes from C.O. No. <u>N/A</u> to No. <u>001</u>		Net changes from C. O.'s No. <u>N/A</u> to No. <u>001</u>	
\$	-		<u>0</u> days
Contract Price Prior to this Change Order		Contract Times Prior to this Change Order	
\$	124,517.00	Substantial Completion:	<u>11/1/2023</u> days or dates
		Ready for final payment:	_____ days or dates
Net Increase of this Change Order		Net Increase/Decrease _____ of this Change Order	
\$	7,216.00		<u>0</u> days
Contract Price with all approved Change Orders		Contract Times will all approved Change Orders	
\$	131,733.00	Substantial Completion:	<u>11/1/2023</u> days or dates
		Ready for final payment:	_____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

Carl L. Byers
 By: Carl L. Byers, P.E.
 Engineer (Authorized Signature)
 Date: 3/14/2023

KC
 By: _____
 Owner (Authorized Signature)
 Date: 3/13/24

By: _____
 Contractor (Authorized Signature)
 Date: _____

CHANGE ORDER SUPPORTING DOCUMENTATION

Change Order No. 1 Project: Washington Municipal Airport - Install Solar Power Panels
 Engineers Project No. 075-128743 FAA AIP: B-15-0093-015-2023 IDOT Prj No. N/A

ITEM NO.	ITEM	UNIT	UNIT PRICE	ORIGINAL BID QUANTITY	ORIGINAL BID COST	CHANGE ORDER UNIT PRICE CHANGE	CHANGE ORDER QUANTITY CHANGE	REVISED CONTRACT QUANTITY	REVISED CONTRACT COST	CURRENT CHANGE ORDER VALUE
2	20 kWdc Solar Array Installation Location 2 (Hangar A), Complete	LS	\$ 57,072.00	1	\$ 57,072.00	\$ 7,216.00	0	1	\$ 64,288.00	\$ 7,216.00
					\$ -	\$ -		0	\$ -	\$ -
TOTAL AMOUNT CHANGE ORDER NO.									1	\$ 7,216.00

RESOLUTION NO. 2024-025

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, Veenstra & Kimm, Inc. has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as the “2024 Sealcoat Project”; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law.

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

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

PASSED AND APPROVED, this 2nd day of April, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

RESOLUTION NO. 2024 026

A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

WHEREAS, the construction project known as "2024 Sealcoat Project" has been designed and publicized for bid, and bids were received on March 29, 2024.

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

Section 1. That the following bid for the construction of certain public improvements described in general as "2024 Sealcoat Project" be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: L.L. Pelling Company

Amount of Bid: \$ 104,906.50

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

PASSED AND APPROVED, this 16th day of April, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

RESOLUTION NO. 2024-027

A RESOLUTION SETTING A PUBLIC HEARING TO ADOPT THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, the annual budget has been prepared by City Council and staff for the Fiscal Year ending June 30, 2025; and

WHEREAS, a Public Hearing is required to be held where citizens may provide input to the City Council; and,

WHEREAS, a Public Hearing will be held on April 23, 2024, at which time citizen input is requested and all citizens comments will be heard.

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

Section 1. The City Council hereby sets a public hearing for Tuesday, April 23, 2024 at 6PM on adopting the annual budget for the Fiscal Year 2024-2025.

Section 2. The City Clerk is hereby directed to publish notice of said hearing in substantially the manner of the attached notice in the Southeast Iowa Union and on the City website as required by law.

PASSED AND APPROVED this 2nd day of April, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

RESOLUTION NO. 2024- 028

**A RESOLUTION RELEASING FUNDS AS PER A DOWNTOWN INVESTMENT
GRANT AGREEMENT WITH EDWARD & ISABELLA SANTORO FOR THE
NORTHSIDE DINER RENOVATION PROJECT**

WHEREAS, THE City Council awarded Edward & Isabella Santoro a forgivable loan of \$25,000 for building improvements at 106 W. Main, the Northside Diner, on September 7, 2021 under the Downtown Investment Grants (DIG) program; and,

WHEREAS, the project at 106 W. Main Street has been completed as promised, and the developer has provided acceptable documentation of eligible expenses incurred.

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

Section 1. The City Council hereby authorizes release of \$25,000 to Edward & Isabella Santoro for the Northside Diner project under the DIG program.

Section 2. The Developer has signed a Memorandum of Understanding per the Downtown Investment Grant Agreement as a lien against the property under DIG guidelines and the agreement has been recorded.

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

PASSED AND APPROVED this 2nd day of April, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

Payments

Invoice #100

Date: 12/12/22

Total: \$75,000

Paid on 12/16/22: \$50,000 check, \$25,000 in-kind labor

Invoice #101

Date: 5/19/23

Total: \$65,000

Paid on 5/24/23: \$50,000 check, \$15,000 in-kind labor

Invoice #102

Date: 9/12/23

Total: \$70,000

Paid on: 9/18/23: \$50,000 check, \$20,000 in-kind labor

Payments

Invoice #103

Date: 3/18/24

Total: \$65,000

Paid on 3/19/24: \$50,000 check, \$15,000 in-kind labor

A-Tech Freeman Security fire alarm materials

Date: 11/23/22

Total: \$3,700

Paid on 11/28/22: \$3,700 check

Hawkeye Fire & Safety Ansul fire suppression system

Date: 1/18/24

Total: \$8,706.28

Paid on 2/8/24: \$8,706.28 via ACH transfer

Total spent on project: \$287,406.28

Plus booths, stools, kitchen equipment, bar equipment, plates, silverware, cups, disposables;
décor, etc...

INVOICE #100

Astor Renovation & Construction

406 W 2nd St
Washington, IA 52353
PHONE | 319-460-0092

DATE 12/12/22

BILL TO

Edward & Isabella Santoro
106 W Main St
Washington, IA 52353
PHONE 319-461-3601

FOR

Northside Diner Renovation Project

Details	AMOUNT
Roof Patching	\$3,000.00
Tuck-pointing	\$8,000.00
Culter	\$3,000.00
Drainage	\$2,000.00
Coiling Fire Barrier	\$12,000.00
Structural Reinforcement	\$7,000.00
Skylight	\$10,000.00
Fire Doors	\$3,000.00
Windows	\$2,000.00
Labor	\$25,000.00
TOTAL	\$75,000.00

Make all checks payable to Astor Renovation & Construction

If you have any questions concerning this invoice, use the following contact information:

319-460-0092 astorrenovation@gmail.com

THANK YOU FOR YOUR BUSINESS!

Front:

MEMBER OF THE NATIONAL AUTOMATIC CLEARING HOUSE

Federation Bank CHECKING DEPOSIT
Washington, IA 52383 *la*

DATE 12/16/2002

NAME Aster Reno & Const.
ACCOUNTS MAY BE FORWARDED TO THE ISSUING BANK

ACCOUNT NUMBER
* 

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

⑆073915672⑆

CASH
CHECKS Santora 5000000
SUB TOTAL ▶
LESS CASH RECEIVED ▶
NET DEPOSIT \$ 50000.00

154

Back:

Washington  6/22 929131519

Checking Deposit
 DATE: 12/18/22
 NAME: Subella Santoro
 DEPOSIT TOTAL: \$ 45.83
 CHECK NO: 4583
 MICR: ⑆73915672⑆

\$45.83

12/18/2022

Checking Deposit
 DATE: 12-14-22
 NAME: Subella Santoro
 DEPOSIT TOTAL: \$ 2305.19
 CHECK NO: 230519
 MICR: ⑆73915672⑆

\$2,305.19

12/18/2022

Checking Deposit
 DATE: 12-27-22
 NAME: Subella Santoro
 DEPOSIT TOTAL: \$ 4200.00
 CHECK NO: 400000
 MICR: ⑆73915672⑆

\$4,200.00

12/27/2022

Checking Deposit
 DATE: 12-29-22
 NAME: Edward Santoro
 DEPOSIT TOTAL: \$ 1500.00
 CHECK NO: 150000
 MICR: ⑆73915672⑆

\$1,500.00

12/29/2022

Checking Deposit
 DATE: 1-3-23
 NAME: Subella Santoro
 DEPOSIT TOTAL: \$ 1777.00
 CHECK NO: 14769505
 MICR: ⑆73915672⑆

\$1,777.00

1/3/2023

Check
 TO: Kenady Insurance
 AMOUNT: \$ 1950.00
 DATE: 12-5-22
 MICR: ⑆73915672⑆

\$1,950.00

12/5/2022

1230

Check
 TO: Astor Renovation + Construction LLC
 AMOUNT: \$ 50,000.00
 DATE: 12/16/22
 MICR: ⑆73915672⑆

\$50,000.00

12/16/2022

1231

Check
 TO: Skoaman Trst Accounts
 AMOUNT: \$ 1000.00
 DATE: 12/22/22
 MICR: ⑆73915672⑆

\$1,000.00

12/22/2022

1232

Check
 TO: Conrail
 AMOUNT: \$ 361.27
 DATE: 12-20-22
 MICR: ⑆73915672⑆

\$361.27

12/27/2022

1233

Check
 TO: Alliant Energy
 AMOUNT: \$ 222.97
 DATE: 12/29/22
 MICR: ⑆73915672⑆

\$222.97

12/29/2022

1234



INVOICE #101

Astor Renovation & Construction

406 W 2nd St
Washington, IA 52353
PHONE | 319-460-0092

DATE 5/19/23

BILL TO

Edward & Isabella Santoro
106 W Main St
Washington, IA 52353
PHONE 319-461-3601

FOR

Northside Diner Renovation Project

Details

AMOUNT

Electrical Rough-in

\$50,000.00

Labor

\$15,000.00

TOTAL \$65,000.00

Make all checks payable to Astor Renovation & Construction

If you have any questions concerning this invoice, use the following contact information:

319-460-0092 astorrenovation@gmail.com

THANK YOU FOR YOUR BUSINESS!

Front:

Federation Bank CHECKING DEPOSIT
Washington, VA 22183

CASH

\$0,000 00

DATE: 5/24/23

CHECK NO. L. Santos

NAME: Astor Remington + Cms
DEPOSITS MAY NOT BE AVAILABLE FOR WITHDRAWAL

SUB TOTAL

* [REDACTED ACCOUNT NUMBER]

LESS CASH RECEIVED

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

NET DEPOSIT \$

50,000.00

⑆073915672⑆

⑆5⑆

Back:

[REDACTED]

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 5-9-23
NAME: Isabella Santoro
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 700.00

1240

\$700.00

5/9/2023

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 5-12-23
NAME: Isabella Santoro
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 800.00

1240

\$800.00

5/12/2023

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 5-15-23
NAME: Isabella Santoro
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 2847.08

1240

\$2,847.08

5/15/2023

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 5/26/23
NAME: Isabella Santoro
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 123.05

1240

\$123.05

5/26/2023

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 5/30/23
NAME: Isabella Santoro
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 640.00

1240

\$640.00

5/30/2023

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 5-31-23
NAME: Isabella
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 2177.34

1240

\$2,177.34

5/31/2023

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 6-5-23
NAME: Isabella Santoro
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 1315.00

1240

\$1,315.00

6/5/2023

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 6-16-23
NAME: Isabella Santoro
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 279.91

1239

\$279.91

6/16/2023

1239

Federations Bank CHECKING DEPOSIT
Washington, DC 20001

DATE: 6-21-23
NAME: Astor Renovation + Construction
ACCOUNT NUMBER: [REDACTED]

NET DEPOSIT \$ 50,000.00

1240

\$50,000.00

6/21/2023

1240



INVOICE #102

Astor Renovation & Construction

406 W 2nd St
Washington, IA 52353
PHONE | 319-460-0092

DATE 9/12/23

BILL TO

Edward & Isabella Santoro
106 W Main St
Washington, IA 52353
PHONE 319-461-3601

FOR

Northside Diner Renovation Project

Details

AMOUNT

Plumbing Rough-in

\$35,000.00

HVAC Rough-in

\$15,000.00

Labor

\$20,000.00

SUBTOTAL \$70,000.00

Make all checks payable to Astor Renovation & Construction

If you have any questions concerning this invoice, use the following contact information:

319-460-0092 astorrenovation@gmail.com

THANK YOU FOR YOUR BUSINESS!

Front:

10/10/2013 10:58:11 AM

Federation Bank

CHECKING DEPOSIT

Washington, IA 52353

CASH

DATE
NAME
ACCOUNT NUMBER

50000.00

DATE 9/18/23

NAME Astor Reco. + Const.

ACCOUNT NUMBER

SUB TOTAL

LESS CASH RECEIVED

NET DEPOSIT \$

50000.00

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

150739456721

154

Back:

[Redacted signature area]

INVOICE #103

Astor Renovation & Construction

406 W 2nd St
Washington, IA 52353
PHONE | 319-460-0092

DATE 3/18/24

BILL TO

Edward & Isabella Santoro
106 W Main St
Washington, IA 52353
PHONE

FOR

Northside Diner Renovation Project

Details

AMOUNT

Electrical Fixture Installation

\$17,000.00

Plumbing Fixture Installation

\$14,000.00

HVAC Equipment Installation

\$19,000.00

Labor

\$15,000.00

SUBTOTAL \$65,000.00

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$65,000.00

Make all checks payable to Astor Renovation & Construction

If you have any questions concerning this invoice, use the following contact information:

319-460-0092 astorrenovation@gmail.com

THANK YOU FOR YOUR BUSINESS!

Front:

1268
3/19/24

ISABELLA SANTORO
EDUARDO SANTORO
406 W 2ND ST
WASHINGTON, IA 52352

Pay to the
Order of Astar Renovation & Construction \$ 50,000.00

Fifty Thousand & 00/100 Dollars

FEDERATION BANK

For Chamberlain

⑆073915572⑆

Back:

⑆073915572⑆

DEPOSITED TO THE ACCOUNT OF
WITHIN NAMED PAYEE
FEDERATION BANK
WASHINGTON, IOWA

PANELS	1	ES-50X	50-Point Addressable Fire Alarm Control Panel
COMMUNICATORS	1	SLE-LTEVI-CFB	COMMERCIAL FIRE/BURG COM VERIZON (APD ONLY)
INITIATING DEVICES	2	BG-12LX	Addressable Manual Pull Station
INITIATING DEVICES	11	SD365	Addressable Photoelectric Smoke Detector - White
NOTIFICATION DEVICES	7	PC2WL	2-Wire Horn Strobe - White
NOTIFICATION DEVICES	4	SCWL	Indoor Ceiling-Mount Strobe - White
NOTIFICATION DEVICES	2	HCWL-LF	Low Frequency Sounder Ceiling- White
MODULES	1	MMF-300	Addressable Mntr Module
ACCESSORIES	1	BW-DOCBOX	15'x13'x4' Fire Alarm Docu Box Red W/ Lock
ACCESSORIES	1	ELOCK-FA	Sae Elock Circuit Lockout Kit
BATTERIES	2	FAS1075	12v 7Ah SLA Battery

A-Tech Freeman Security

Materials = \$ 3,700.00

Front:

ISABELLA SANTORO
 HAWAII SANTORO
 406 W 2ND ST
 WASHINGTON, IA 52333

1229
 11/29/22

Pay to the Order of A Tech Freedom Security \$ 3,700.00
Three thousand seven hundred and no/100 Dollars

FEDERATION BANK

For down payment Isabella Santoro

1207391587

Back:

and tax #001

6001701727

FOR THE DEPOSIT OF
 FEDERAL RESERVE BANK OF
 WASHINGTON, D.C.



716 Oakland Rd NE
Cedar Rapids, IA 52402

PRICING

(This is NOT an Invoice)

Phone# 319-363-9923 Fax# 319-363-4521

Date 1/18/2024

www.hawkeyefire-safety.com

Document # 9729

Bill To:

Ship To:

North Side Diner
106 W Main St
Washington Iowa 52353

North Side Diner
106 W Main St
Washington Iowa 52353

Terms		P.O. No.	Rep	FOB		
C.O.D.				Cedar Rapids		
Item	Qty	Description	U/M	Rate	Total	
Pricing for the install of a 4.5Gal Ansul fire suppression system						
429853	1	AUTOMAN , MECHANICAL, REG RELEASE, R-102	ea	983.50	983.50T	
429862	1	TANK ASSEMBLY, STAINLESS STEEL, 3 GALLON	ea	398.60	398.60T	
429864	1	TANK ASSEMBLY, STAINLESS STEEL, 1.5 GALLON	ea	291.70	291.70T	
429870	1	SINGLE TANK ENCLOSURE, STAINLESS STEEL; R102	ea	259.40	259.40T	
15851	1	CARTRIDGE, CARBON DIOXIDE, 101-30	ea	229.50	229.50T	
55607	1	GAS VALVE, MECHANICAL, ANSUL, 1.5"	ea	594.70	594.70T	
RC-ANSULEX	4.5	RECHARGE ANSULEX, LOW PH WET CHEM, PER GALLON, #79372	ea	108.00	486.00T	
434618	1	PULL STATION ASSEMBLY WITHOUT WIRE ROPE	ea	102.00	102.00T	
SN-ANSUL	8	NOZZLES-ANSUL SYSTEMS	ea	55.00	440.00T	
435547	5	DETECTOR, SCISSOR LINKAGE (EACH)	ea	54.50	272.50T	
CP5	12	CORNER PULLEY; HIGH TEMP BALL BEARING COMPRESSION	ea	15.65	187.80T	
QS	8	QUICK SEAL	ea	23.00	184.00T	
423879	1	SWITCH, ELECTRIC, DOUBLE PULL DOUBLE THROW (DPDT)	ea	78.20	78.20T	
418511	1	HOSE/GROMMET PACKET KIT	ea	61.80	61.80T	
FL	7	FUSIBLE LINK ALL STANDARD TEMPS	ea	8.00	56.00T	
FT	1	FINAL TEST SYSTEM(S) FUNCTIONAL TEST PER SYSTEM	ea	125.00	125.00T	
MISC-SYSTEMS	1	MISCELLANEOUS RESTAURANT SYSTEMS	ea	1,100.00	1,100.00T	
L-SYSTEM	22	LABOR, RESTAURANT SYSTEMS	ea	90.00	1,980.00T	
K01-3	1	F/E WET CHEMICAL 6L ANSUL K CLASS EXTINGUISHER (2A:K) W/WALL HOOK	ea	306.00	306.00T	

RESTAURANT Disclaimer:

1. Additional charge for a permit, if required by local jurisdiction.
2. Work to be completed during normal business hours, Mon-Fri 7:30a - 4:30p.
3. All appliances MUST BE OFF during installation.
4. Electrical wiring to shut down and/or tie system to an alarm system, if needed, to be done by others.
5. Gas shut off valve, if needed, to be installed by others.
6. HFS will need 48 hours notice to schedule functional test, if needed.

All applicable Sales Taxes will be charged. Credit Card Payments will include a 3% surcharge on invoiced amount. A certificate must be supplied if you are tax exempt. If accepted, please sign & return one copy of this quote or a company Purchase Order.

QUOTE EXPIRES IN 30 DAYS, SUBJECT TO PRICE INCREASE PER SUPPLIER.

Date: _____

Customer Signature: _____

Subtotal \$8,136.70

Sales Tax (7.0%) \$569.58

Total \$8,706.28

PO Box 529, Washington, IA 52353

124449-01A**00018

 Northside Diner LLC
 106 W Main St
 Washington IA 52353-2003

Managing Your Accounts

Website: www.federationbankia.com

Phone Number: 319-653-7256

Mailing Address: PO Box 529
Washington, IA 52353

Email: custservice@federationbankia.com

Commercial Ckg

02/01/2024	Beginning Balance		
	1 Deposits/Other Credits	+	5,000.00
	1 Checks/Other Debits	-	8,706.28
02/29/2024	Ending Balance		
Days in Statement Period			29



Deposits/Other Credits

Date	Description	Amount
02/08/2024	Internet Trf Deposit Web Transfer	5,000.00

Other Debits

Date	Description	Amount
02/08/2024	ACH Payment HAWKEYE FIRE & S HFS EFT Cu	8,706.28

Overdraft and Returned Item Fees

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

Daily Ending Balance

Date	Balance	Date	Balance
02/01	10,000.00	02/08	6,293.72

Payment to Hawkeye Fire & Safety for Ansul Fire suppression system



RESOLUTION NO. 2024- 029

**A RESOLUTION ENDORSING A DOWNTOWN INVESTMENT GRANT AGREEMENT
WITH LUX SUITES**

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

WHEREAS, as per the policies and procedures previously established by this Council, Main Street Washington has recommended a forgivable loan/grant be awarded to LUX Suites to assist with an estimated \$160,000 investment in the building it owns at 110 W. Main Street; and,

WHEREAS, the City Clerk and City Administrator will execute the promissory note and grant agreement following this approval.

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

Section 1. The City Council hereby approves the attached Downtown Investment Grant Agreement and Promissory Note, providing a forgivable loan/grant to LUX Suites in the amount of \$25,000.

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

PASSED AND APPROVED this 2nd day of April, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk



March 2024

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

Dear City Council Members,

Attached is the Downtown Investment Grant (DIG) application and information for funding the renovation of the LUX Suites building located at 110 W Main St.

Myself and the Design Committee met with the property owner on Friday, January 26th for a walkthrough of the property & discussion of the project the MSW Board of Directors approved the recommendation at the March 18th meeting. We recommend funding of building has been underutilized and in need of updates for many years. Remodeling this space into suites will bring more business/foot traffic to downtown and offer more small businesses a place to grow. They are also looking to bring life back to the façade and are working with Main Street Iowa to get renderings that will pay homage to the historic aspects of the building while modernizing it in a respectful way.

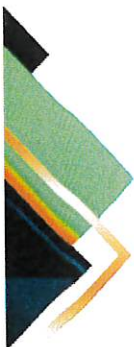
Main Street Washington is requesting:

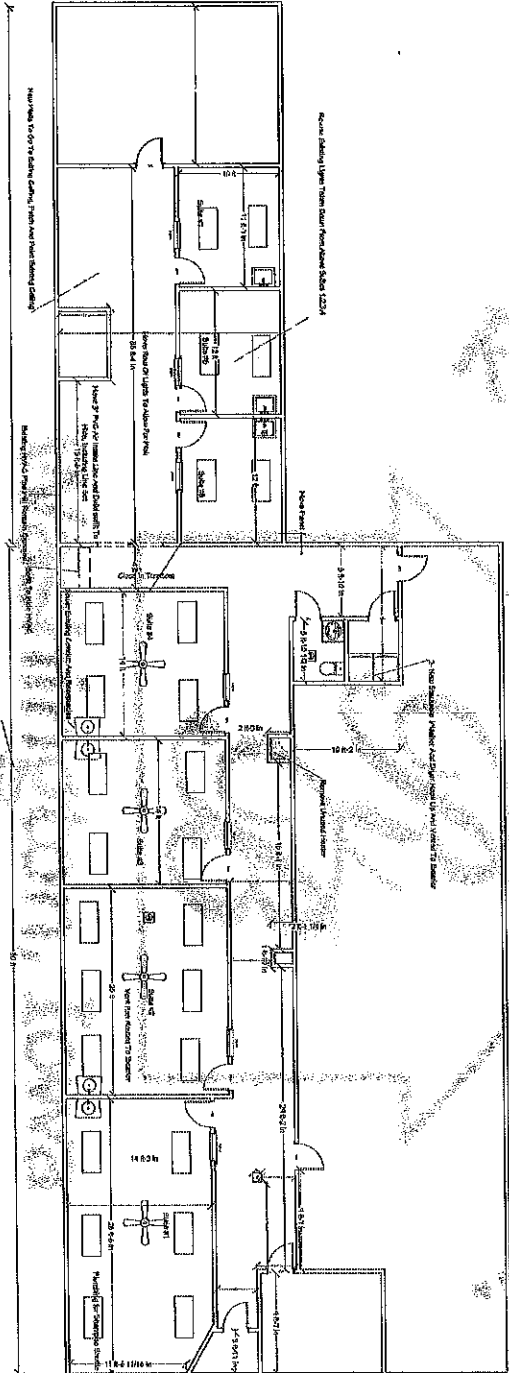
LUX Suites receives **\$25,000** towards their \$160,000 project to be completed by end of Summer 2024.

We appreciate the City's interest and willingness to host the Downtown Investment Grant Program and are excited for the opportunity to help our downtown continue to better itself and grow!

Thank you for your consideration,

Samantha Meyer
Executive Director
Main Street Washington





- *1' Suspended Ceiling in Suites 12.5.4
- *All Suite Wall/Will Run To Building Ceiling (4") And Be Insulated For Sound
- *All Suite Lighting Controlled By Dimmers
- *Each Suite Planned For Future Steamroom Station In Basement
- *Each Suite To Have Zoned Heating and Air
- Remove Existing Flooring Reinforce Hazardous (if feasible)
- *Solid Core Doors Full Glass

DRAWINGS PROVIDED BY: Renoux Builders Inc 314-653-8034	DATE: 12/13/2023	SCALE:	SHEET: P-1	REVISION TABLE		
				NUMBER	DATE	REVISION BY / DESCRIPTION
DeLong 110 W Main						

Letter of Intent to Participate
Downtown Investment Grants
(DIG)

Property Owner Information	Business Information, if different than building owner
Name: <u>Brendan & Deana DeLong</u>	Name: <u>Lux Suites, LLC</u>
Address: <u>2405 280th St, Washington</u>	Address: <u>110 W. Main St</u>
Phone: <u>319 461 3796</u>	Phone: <u>319 461 3796</u>
Email: <u>brendan@delonginc.com</u>	Email: <u>brendan@delonginc.com</u>

★ Who is the primary contact person regarding this project? Brendan DeLong

Project Information:

Please check all the items being considered for the project.

- | | | |
|--------------------------|--------------------------|--------------------------|
| Roof | <u>Exterior Painting</u> | Handicapped Access |
| Masonry Work | <u>Signs</u> | Rear Entrance |
| Basement/Foundation | <u>Awnings</u> | <u>Interior Updating</u> |
| <u>Heating/Cooling</u> | Storefront Restoration | Upper Story Renovation |
| <u>Electrical Work</u> | Transom Windows | Metal Ceiling |
| <u>Site Improvements</u> | <u>Entrances/Doors</u> | Windows |
| Asbestos Abatement | Engineering Consultation | Design Assistance |

Other: _____

Intended Start Date: 02/01/2024 Expected Completion Date: 08/01/2024

Approximate Project Budget: (bids not necessary at this time): \$160,000 ish

I am a Main Street Washington Investor: Yes No Unsure

Signing this document indicates I/we would like a site visit from Main Street Design Committee.

Building Owner Signature [Signature] Date 01/22/2024

Business Owner Signature _____ Date _____
(if different than building owner)

Return this form to Main Street Washington, 205 W. Main Street by Noon on May 1, 2024. Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damages incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.

RESOLUTION NO. 2024- 030

**A RESOLUTION ENDORSING A DOWNTOWN INVESTMENT GRANT AGREEMENT
WITH LA MORENITA**

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

WHEREAS, as per the policies and procedures previously established by this Council, Main Street Washington has recommended a forgivable loan/grant be awarded to La Morenita to assist with an estimated \$105,000 investment in the building it owns at 220 N Iowa Avenue; and,

WHEREAS, the City Clerk and City Administrator will execute the promissory note and grant agreement following this approval.

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

Section 1. The City Council hereby approves the attached Downtown Investment Grant Agreement and Promissory Note, providing a forgivable loan/grant to La Morenita in the amount of \$25,000.

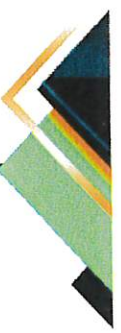
Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 2nd day of April, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk



March 2024

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

Dear City Council Members,

Attached is the Downtown Investment Grant (DIG) application and information for funding the addition of & exterior façade update to La Morenita located at 220 N Iowa Ave.

Myself and the Design Committee met with the property owner on Friday, March 1st for a walkthrough of the property & discussion of the project. We recommend funding of this project as this store and restaurant have been growing and is in sore need of more space to allow for restaurant seating and more grocery area.

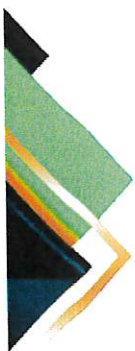
Main Street Washington is requesting:

La Morenita receives **\$25,000** towards their \$105,000 project to begin Spring/Summer 2024 and wrap by late Fall 2024.

We appreciate the City's interest and willingness to host the Downtown Investment Grant Program and are excited for the opportunity to help our downtown continue to better itself and grow!

Thank you for your consideration,

Samantha Meyer
Executive Director
Main Street Washington





Main Street WASHINGTON

Where you want to be!

Letter of Intent to Participate
Downtown Investment Grants
(DIG)

Property Owner Information	Business Information, if different than building owner
Name: <u>NORA VILLACORTA</u>	Name: <u>LA MORENTA</u>
Address: <u>220 N IOWA AVE</u>	Address:
Phone:	Phone:
Email: <u>ETHCAS71@icloud.com</u>	Email:

★ Who is the primary contact person regarding this project? NORA

Project Information:

Please check all the items being considered for the project.

- Roof
- Exterior Painting
- Handicapped Access
- Masonry Work
- Signs
- Rear Entrance
- Basement/Foundation
- Awnings
- Interior Updating
- Heating/Cooling
- Storefront Restoration
- Upper Story Renovation
- Electrical Work
- Transom Windows
- Metal Ceiling
- Site Improvements
- Entrances/Doors
- Windows
- Asbestos Abatement
- Engineering Consultation
- Design Assistance

Other: _____

Intended Start Date: Spring 2024 Expected Completion Date: Fall 2024

Approximate Project Budget: (bids not necessary at this time): 185,000

I am a Main Street Washington Investor: Yes No Unsure

JTE VILLACORTA
HAYLEY MBEAUKA
EWAM

Signing this document indicates I/we would like a site visit from Main Street Design Committee.

Building Owner Signature [Signature] Date 3/1/24

Business Owner Signature _____ Date _____
(if different than building owner)

Return this form to Main Street Washington, 205 W. Main Street by Noon on May 1, 2024. Main Street Washington, as Grantor, is not liable for any contracts or agreements nor for any damages incurred as a result of this project. MSW reserves the right to withhold payment of said grant for work that does not comply with the scope of work as contracted between the grantee and MSW.

CML Construction, LLC
 P.O. Box 614
 Washington, IA 52353
 (319) 548-0122
 cmlconstructionllc@gmail.com



Estimate

ADDRESS
 La Moranta Mexican store

ESTIMATE # 1908
DATE 10/04/2023
EXPIRATION DATE 02/29/2024

ACTIVITY	QTY	RATE	AMOUNT
<p>Mexican store addition Addition to the retail portion of the Mexican store. We will build off the plan given by the owners. **Coleman construction doing the foundation / frost walls.** **Not included on this estimate.** Frame new portion of building and new trussed and shingled roof to tie into the existing roof. New gutters on addition. Exterior to have T71 siding to match the existing siding on the front of the store. Exterior wood siding painted Includes new front door and new side door. Includes new white front windows to match existing. Includes electrical work. Includes HVAC work for the new area. Includes fiberglass insulation, drywall, and paint. Includes flooring and trims in new portion. We will open up the walls where possible to make one large open area.</p> <p>Payment schedule: Deposit 40% at agreement to build Draw at 30% once framed and roof. Draw at 25% at drywall installed. Final 5% payment at CO from City.</p>	1	80,000.00	80,000.00
<p>Foundation Coleman Construction</p> <p>Foundation work for the new addition Includes demo of existing concrete Footings Walls New floor for addition.</p>	1	25,000.00	25,000.00

Mexican Store
Washington, Iowa

TOTAL

\$105,000.00

Accepted By

Accepted Date

DESIGN CONCEPT PROPOSAL

February 26, 2021
220 N Iowa Ave, Washington, IA
Project #05220



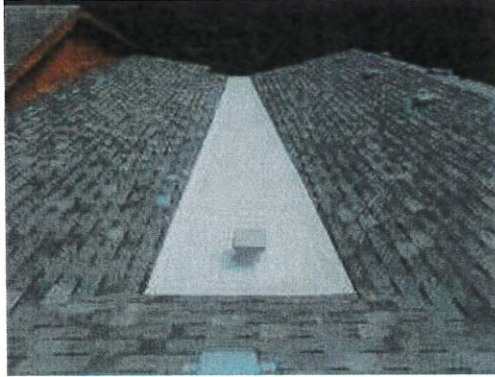
Design recommendations are based upon inspection during the site visit and/or information provided by the owner/tenant and are conceptual only. They are not intended for construction purposes. Additional consultation, or the use of specialized consultants including a licensed architect or engineer, may be required for additional design development and for individual issues or concerns. Prior to beginning any work, consult with local officials to ensure compliance with local codes and ordinances.



Existing Building

NOTES

- La Morenita Mexican Store has outgrown its current space and wishes to expand the building. This design proposal explores two options for an addition.
- Both options shown involve expanding the building on the northwest side of the lot, where there is currently a concrete patio. The addition is offset roughly 6 feet from the edge of the patio on both sides and leaves the west door to the warehouse space accessible from the exterior. The warehouse's bay window will need to be removed to construct the north wall of the addition.
- Option 1 shows a gable roof and Option 2 shows a flat roof. A cricket (see example photograph) should be installed in any valleys created by joining the new roof or a new wall to the existing roof. This will ensure proper roof drainage.



Example of cricket over a valley.

- The first option shows new walls parallel to the edges of the concrete patio. The second is similar in plan, except that the new double doors are parallel to the existing entry.
- In both options, we recommend removing the existing entry doors (which will now be on the interior) to open the space between the new addition and the existing cash register area. We also recommend the checkout be moved closer to the new entry. Having the cash register closer to the door will allow the employee at the cash register to greet people as they come into the store and will be better for security.
- The exterior renderings of Option 1 show two colors of brick at the bottom of the walls and stucco at the top of the gable end. The shingle roof can be constructed in the same slope as the main portion of the Dutch gable roofs. Extend the gable roof towards the west to create an overhang for the entry. We show a brown soffit and columns to define the entry area. The existing tile at the top of the building should be visible in this option. Brick can be added to the bottom of the existing building if desired to create a visual tie between it and the new addition.
- Option 2 shows a flat roof with stucco walls. The flat roof may obscure the “La Morenita” letters in the existing tile. This option is simple but has a lot of opportunity to provide color. We show a couple of options for color schemes below. Bright colors will differentiate the new addition from the existing building and call attention to the entry. Also consider installing a flat awning over the entry doors.
- Both options show double glass doors and windows, with dark frames. Having glass at the front of the building makes the location of the front entry clear and provides a view into the store.
- Install new business identifying signage at multiple scales – larger signage on the upper façade, and vinyl letter signage on doors and windows.

Main Street Iowa recommendations follow the [Secretary of Interior’s Standards](#) for the rehabilitation of historic buildings. Additional information on technical guidance can be found in [Preservation Briefs](#) prepared by the National Park Service.

COLOR SCHEME

Benjamin Moore paint colors are shown here for reference. Appearance of color samples will vary depending on computer screen or printer – view actual samples for color matching.



#2010-20



#2155-20



#906



#CSP-360



#CW-180

Main Street Iowa design staff is available to provide continued assistance as the project progresses. Please contact Maia Fiala Jessen (515.348.6179 or maia.jessen@iowaeda.com) or Sarah Lembke (515.348.6181 or sarah.lembke@iowaeda.com) with any questions, requests for technical information or project updates.



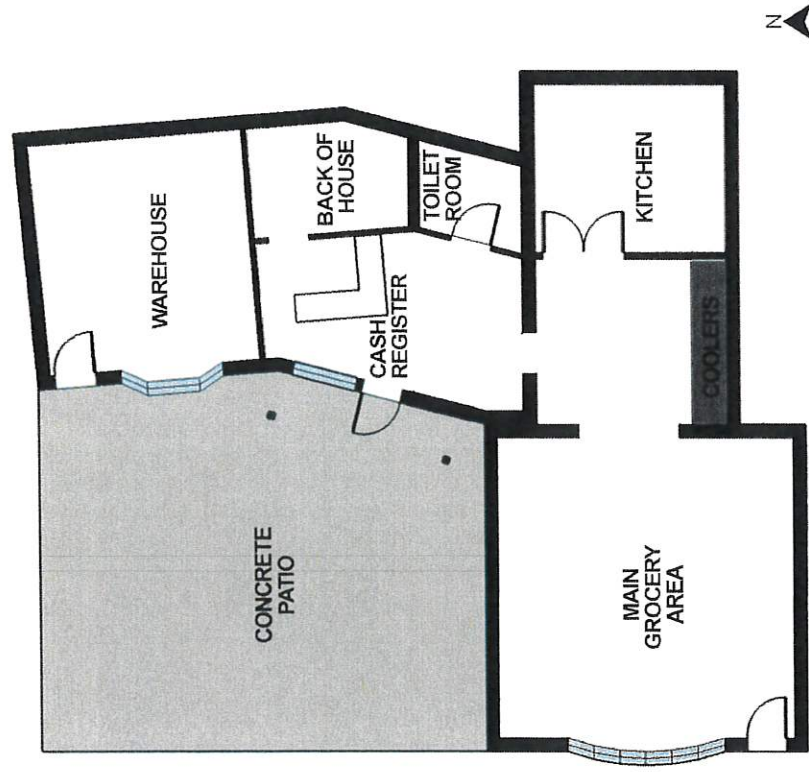
Option 1 – Front



Option 1 – Corner View



Option 1a



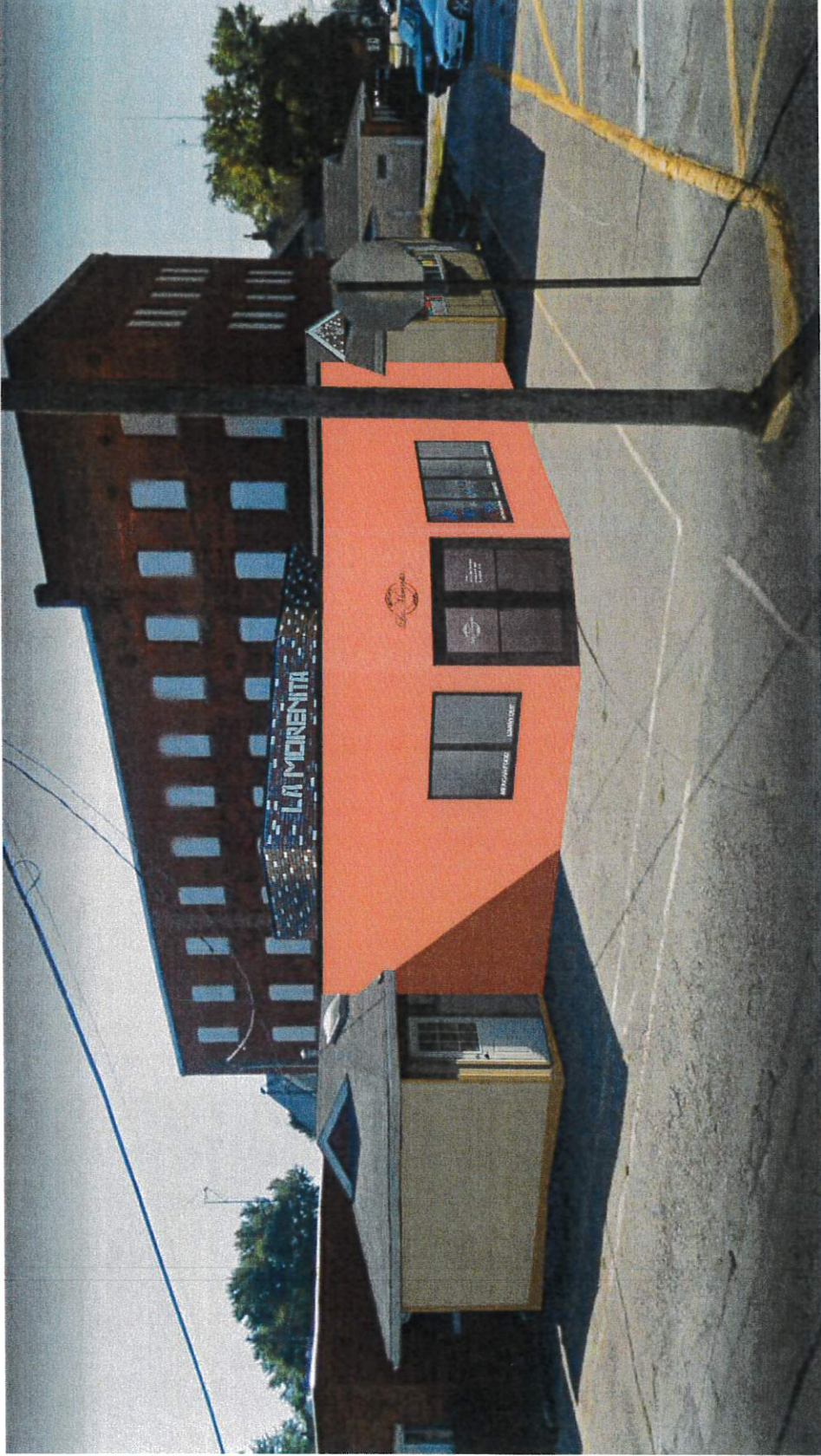
Existing Plan



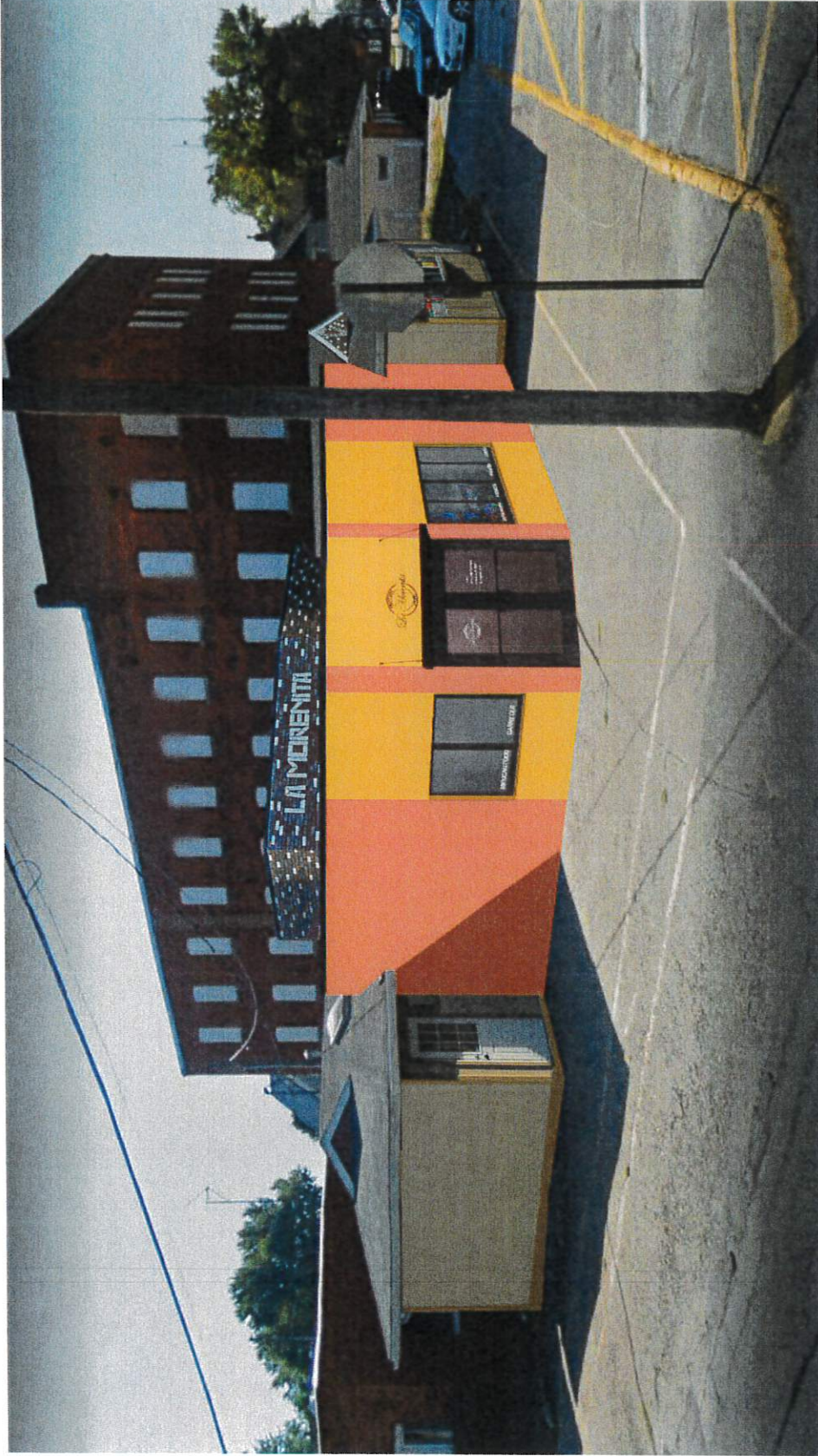
Option 1 Plan



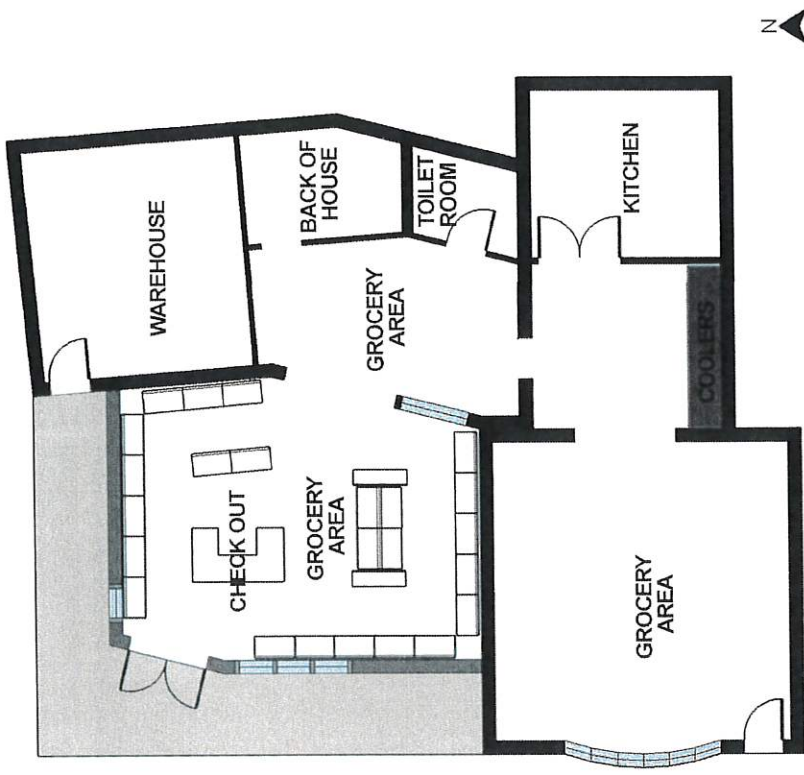
Option 2 – Front



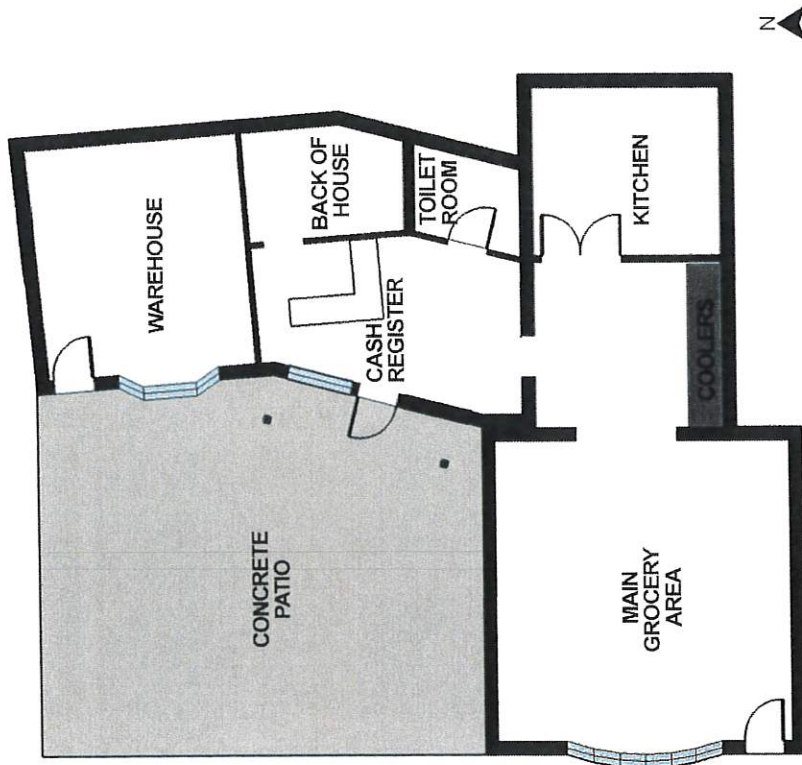
Option 2 – Corner View



Option 2a



Option 2 Plan



Existing Plan

RESOLUTION NO. 2024- 631

**A RESOLUTION APPROVING THE FARM LEASE – CASH OR CROP SHARES
BETWEEN THE CITY OF WASHINGTON AND THE WASHINGTON FFA LAB**

WHEREAS, the FFA Lab has requested to plant alfalfa on the Washington Business Park Lots that they farm since there would still be adequate crop production and return on investment, even when lots get sold; and,

WHEREAS, the FFA Lab has requested that the City purchase the initial alfalfa seed at a cost of \$2,567.50 to be planted on Lots 8, Washington Business Park Phase One and Lots 1-7 and 9-12, Washington Business Park Phase 2; and,

WHEREAS, the Farm Lease provides regulations and policies concerning the lots being farmed and a termination clause.

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

Section 1. That the City Council hereby approves the Farm Lease-Cash or Crop Sales with the FFA Lab, as attached,

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

PASSED AND APPROVED this 2nd day of April, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Washington, Iowa ("Landlord"), whose address for the purpose of this Lease is 215 E. Washington Street, Washington, Iowa 52353 and Washington FFA Lab (the "Tenant"), whose address for the purpose of this Lease is 314 S. 4th Avenue, Washington, Iowa 52353.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in WASHINGTON County, Iowa (collectively the "Parcel"):

Lot 8, Washington Business Park Phase One, Washington, Iowa

AND

Lots 1-7 and 9-12, Washington Business Park, Phase Two, Washington, Iowa.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. There will be no cash rent for the Parcel. The rent will be the Tenant planting and maintaining hay on the Parcel in order to stop erosion from occurring and saving the Landlord money from having to mow and otherwise maintain the Parcel.

b. Upon execution of this Agreement, Landlord shall reimburse the Tenant the sum of \$2,567.50 to be used for the initial seeding of the Parcel.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for planting and maintaining the Parcel, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the

crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. Other than the initial contribution of \$2,567.50 described above, the following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells,

underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All

notices of termination of this Lease shall be as provided by law. However, should the Landlord enter into a Purchase Agreement to sell any portion of the Parcel, the Landlord shall give the Tenant written notice of the same and upon closing and conveying title to any portion of the Parcel to a third-party purchaser, the Tenant hereby agrees that it releases any and all claims to any crops that are located on that portion of the Parcel conveyed to said third-party purchaser.

8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, or any portion thereto upon a sale as outlined in Section 7 above, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

12. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

13. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

14. NO AGENCY. Tenant is not an agent of the Landlord.

15. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any

of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

16. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

17. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

18. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.

19. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

20. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Dated this _____ day of _____, 2024.

TENANT:

CITY OF WASHINGTON, IOWA

By: _____

Millie Younquist, Mayor Pro tem

Print name and title

ATTEST:

Amanda Waugh, City Clerk

*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*

April 2, 2024

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

From: Deanna McCusker
City Administrator

Re: Termination Agreement and Release

By approving this termination agreement, it would terminate the development agreements that had previously been approved by City Council and it would require Enos Yoder to convey Lots 7 & Parcel Q to the City of Washington. In the proposed termination agreement, it does not require Enos Yoder to reimburse the City of Washington the \$7500 for demolition. Enos Yoder would retain Lot 11 that was originally his property.

Preparer/Return to: Caleb T. Detweiler, 330 E Court St., Iowa City, IA 52240; (319) 351-8100

TERMINATION AGREEMENT AND RELEASE

This Termination Agreement is made this ____ day of _____, 2024 (hereafter "Agreement"), between the City of Washington, Iowa, 215 East Washington St., Washington, Iowa, (hereafter the "City") and Enos R. Yoder, a single person, 2293 Johnson-Washington Rd., Kalona, Iowa, (hereafter "Yoder").

WHEREAS, Yoder and the City entered into a Development Agreement dated October 6, 2020, regarding Lots 7 and Lot 11 of M.M. Young's Addition to the City of Washington filed December 7, 2020, as Document No. 2020-5016 in the Washington County, Iowa recorder's office (hereafter "Development Agreement");

WHEREAS, an Amendment to Development Agreement was executed on the 20th day of July, 2021, filed August 16, 2021, as Document No. 2021-3361 in the Washington County, Iowa recorder's office that allowed both duplexes to be constructed simultaneously (hereafter "Amendment");

WHEREAS, a Warranty Deed was filed July 30, 2021, as Document No. 2021-3124 in the Washington County, Iowa recorder's office conveying real estate from the City to Yoder subject to a right of reverter pursuant to the Development Agreement (hereafter "Deed").

WHEREAS, Yoder has completed the demolition work but has not constructed the Projects in accordance with the Development Agreement and the Amendment and the City wants to exercise its right to reverter.

NOW THEREFORE, YODER AND THE CITY AGREE AS FOLLOWS:

1. Yoder shall execute, sign, and convey the real estate in the Deed to the City pursuant to its right of reverter.
2. Yoder shall keep the \$7,500.00 (and all other amounts, if any) paid to him for the demolition work he completed pursuant to the Development Agreement. There is no promise for any additional consideration due to Yoder.
3. This Agreement covers all injuries and damages, whether known or unknown, and which may hereafter appear or develop from the matters referred to herein.
4. That the City shall not receive any reimbursement for its claim(s) against Yoder, and there is no promise for any other or additional consideration due to the City.
5. This release is executed as a compromise settlement and compliance with this Agreement does not constitute an admission of liability on the part of any person or entity.
6. That each party is executing this Agreement solely in reliance upon his or her knowledge, belief, and judgment, after consultation with an attorney, and not upon any representations made by the party released or others on their behalf.
7. That no other person, firm, partnership or association, corporation, business entity, insurance carrier, or government body is entitled to any claim whatsoever against Yoder or the City with regards to the Development Agreement, Amendment, and Deed referenced above. The City and Yoder shall indemnify, defend, and hold harmless one another against any claim, loss, cost, or damage of any kind (including reasonable attorneys' fees) which might arise from any breach of the Development Agreement, Amendment, and Deed referenced above.
8. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures to this Agreement may be delivered by facsimile or by portable data format (PDF), each of which shall be deemed an original. The words and phrases in this Agreement shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.
9. The City of Washington shall be responsible for any and all recording fees.
10. This Agreement contains the entire agreement between Yoder and the City and shall bind their legal representatives, heirs, and successors in interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE OF THE CITY OF WASHINGTON

Dated this _____ day of _____, 2024.

City of Washington, Iowa

By: _____
Millie Youngquist, Mayor Pro Tem

ATTEST:

By: _____
Amanda Waugh, City Clerk

STATE OF IOWA, COUNTY OF WASHINGTON

This record was acknowledged before me on the _____ day of _____, 2024, by Millie Youngquist and Amanda Waugh, to me personally known, who, being by me duly sworn, did say they are the Mayor Pro Tem and the City Clerk respectively of the City of Washington, Iowa; and Millie Youngquist and Amanda Waugh acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City of Washington, Iowa.

NOTARY PUBLIC, STATE OF IOWA

SIGNATURE OF ENOS R. YODER

Dated this _____ day of _____, 2024.

Enos R. Yoder, a single person

STATE OF IOWA, COUNTY OF WASHINGTON

On this ____ day of _____, 2024, this document was signed by Enos R. Yoder, a single person.

NOTARY PUBLIC, STATE OF IOWA

*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*

April 2, 2024

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

From: Deanna McCusker
City Administrator

Re: Fireworks Ordinance

A meeting was held with the Fire Chief, a few of the full-time firemen and Jeff Duwa regarding the fireworks inspection process and regulations. From that discussion, it was decided that the fireworks ordinance needed to be updated to protect the city. The ordinance will also provide regulations on permanent structures and storing of fireworks. It also includes dates that certain storage containers are allowed.

The fire chief has reviewed the proposed changes. I am including the working document so that the changes and additions can be seen.

ORDINANCE NO.

**AN ORDINANCE AMENDING THE
MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING
CHAPTER 41 FIREWORKS**

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa, be amended as follows:

SECTION 1. Amend. 41.14 "Fireworks." is amended as follows:

The discharge, manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles within the City of Washington is subject to the following:

(National Fire Protection Association 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles) (International Fire Code)
(Code of Iowa, Sec. 727.2)

SECTION 2. Amend. 41.14. "Definitions." is amended as follows:

Definitions. For purposes of this section, definitions are as set out in NFPA 1124 chapter 3, IFC sec202 and Section 727.2 of the Code of Iowa, which definitions are incorporated herein by references.

SECTION 3. Amend. 41.14. "Sale of Fireworks." is amended as follows:

General Requirements. Prior to any person engaging in the sale or storage of consumer fireworks, the following shall be provided to the Fire Chief:

1. License. Proof of valid license issued from the State Fire Marshal.
2. Liability Insurance. Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount of \$2,000,000.00.

SECTION 4. Amend 41.14. "Fire Inspection." is amended as follows:

Fire Inspection. Any property, building, container, or premises, whether permanent or temporary, intended for occupancy, the sale, or storage of consumer fireworks shall have an initial fire inspection completed by the Fire Chief and/or his/her designee prior to engaging in the sale or storage of consumer fireworks. Occupancy will not be approved prior to a final satisfactory fire inspection. The Fire Chief or his/her designee shall cause an annual inspection to occur meeting the requirements of the most recently adopted edition of the National Fire Protection Association 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles and any other fire code adopted by the City of Washington. Inspection costs shall be assessed as follows:

1. Permanent structure where fireworks are sold or stored -- annual inspection fee of \$200.00.
2. Temporary structure where fireworks are sold or stored -- annual inspection fee of \$100.00.

SECTION 5. Amend. 41.14. "Dates of Sales." is amended as follows:

Dates of Sale. Consumer fireworks sale or storage shall only be conducted in accordance with dates and times designated by Section 727.2 of the Code of Iowa. It is unlawful to sell or store consumer fireworks without meeting the requirements specified in this section or to sell or store fireworks outside of the dates specified.

1. Approved consumer fireworks sales or storage meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.
2. Approved consumer fireworks sales or storage meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.

SECTION 6. Amend 41.14. "Safety Requirements." is amended as follows:

The following safety requirements shall be adopted for all locations where consumer fireworks are sold or stored:

1. Not more than 100 pounds of total aggregate weight of DOT 1.4 class-consumer fireworks shall be located inside a commercial business with other mercantile products for sale.
2. Not more than 500 pounds of total aggregate weight of DOT 1.4 class-consumer fireworks shall be located inside a building where fireworks are the primary business.
3. Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located in a temporary structure used primarily for fireworks sales.
4. Consumer fireworks sales or storage shall only be permitted in a single story, at grade building, or structure to facilitate easy exiting during an emergency.
5. Locations shall have a minimum of two fire extinguishers: one being a two and one-half gallon pressurized water fire extinguisher having a UL rating of 2A and one being a 10-pound ABC dry chemical fire extinguisher, having a minimum UL listing of 4A, 60B, C mounted and inspected in accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 50 feet in order to reach of a fire extinguisher.

6. No more than one “conex” container or approved explosive magazines shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped with tamper proof locking devices. It is permitted to place containers in a security fenced area. Conex storage containers cannot be on permanent structure site prior to June 1 for summer window, and December 10 for winter window, or any later than July 8 for summer window and January 3 for winter window. For temporary structure sites no earlier than June 13 or later than July 8.
7. Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sale location.
8. Consumer fireworks sale or storage shall only be allowed in areas zoned for commercial use.
9. Any person engaged in consumer firework sales or storage in any other zone other than commercial zoned areas shall not be approved for sales within the City limits.

SECTION 7. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 8. Severability. If any section, provision or part of this ordinance shall be judged 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.

SECTION 9. 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 _____, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

Approved on First Reading:

Approved on Second Reading:

Approved on Third Reading:

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 2024.

City Clerk

I recommend **adding the text in red** and **removing the highlighted text**.

41.14 FIREWORKS.

The **discharge, manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles** **sale, use, or exploding of fireworks** within the City of Washington is subject to the following:

(Code of Iowa, Sec. 727.2) (**National Fire Protection Association 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles**) (**International Fire Code**)

1. Definitions. For purposes of this section, definitions are as set out in **NFPA 1124 chapter 3, IFC sec202 and Section 727.2** of the *Code of Iowa*, which definitions are incorporated herein by reference.

2. Sale of Fireworks.

A. General Requirements. Prior to any person engaging in the sale **or storage** of consumer fireworks, the following shall be provided to the Fire Chief:

(1) License. Proof of valid license issued **front** **from** the State Fire Marshal.

(2) Liability Insurance. Proof of liability insurance separate from the building property insurance specifically showing coverage of fireworks sales for an aggregate amount **of \$2,000,000.00**.

(3) Fire Inspection. Any property, building, **container**, or premises, whether permanent or temporary, intended for **occupancy**, the sale, **or storage** of consumer fireworks shall have an initial fire inspection completed by the Fire Chief and/**or his/her designee** prior to engaging in the sale **or storage** of consumer fireworks. **Occupancy will not be approved prior to a final satisfactory fire inspection**. The Fire Chief **or his/her designee** shall cause an annual inspection to occur meeting the requirements of the **current** **most recently adopted edition of National Fire Protection Association Code 1124 code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles** and **any other** fire code adopted by the City of Washington. Inspection costs shall be assessed as follows:

a. Permanent structure where fireworks are sold **or stored** - annual inspection fee of **\$200.00**.

b. Temporary or non-brick or mortar building where fireworks are **sold or stored** - annual inspection fee of **\$100.00**

B. Dates of Sale, Consumer fireworks sales **or storage shall only** be conducted **in** accordance with dates and times designated by Section 727.2 of the *Code of Iowa*. It is unlawful to sell **or store** consumer fireworks without meeting the requirements specified in this section or to sell **or store** fireworks outside of the dates specified.

(1) Approved consumer fireworks sales **or storage** meeting the requirements of this chapter shall **he be** allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.

I recommend **adding the text in red** and **removing the highlighted text.**

(2) Approved consumer fireworks sales **or storage** meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 **and** July 8.

C. Safety Requirements. The following safety requirements shall be adopted for all locations where **consumer** fireworks are sold: **or stored**

(1) Not more than 100 pounds **of** total aggregate weight of DOT 1.4 class-consumer fireworks shall be located inside a commercial business with other mercantile products for sale.

(2) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located **inside** a building where fireworks are the primary **business**.

(3) Not more than 500 pounds of total aggregate weight of DOT 1.4 class consumer fireworks shall be located in a temporary structure used primarily for fireworks sales.

(4) Consumer fireworks sales **or storage** shall only be permitted in a single story, at grade building, or structure to facilitate easy exiting during an emergency.

(5) Locations shall have a minimum of two fire extinguishers: one being a two and one-half gallon pressurized water fire extinguisher having a UL rating of 2A and one being a 10-pound ABC dry chemical fire extinguisher, having a minimum UL listing of 4A, 60B, C mounted and inspected in

accordance with NFPA 10. Additional fire extinguishers shall be placed in locations to prevent travel distance exceeding 50 feet in order to reach a fire extinguisher.

(6) No more than one "conex" container or approved explosive magazine shall be located on site for short-term storage of extra product. All containers shall be properly placarded and equipped **with** tamper proof locking devices. It is permitted to place containers **in** a security fenced area. **Conex storage containers cannot be on permanent structure sites prior to June 1 for summer window, and December 10 for winter window, or any later than July 8 for summer window and January 3 for winter window. For temporary structure sites no earlier than June 13 or later than July 8.**

(7) Individual consumer fireworks devices or opened consumer fireworks packages shall not be permitted to be displayed. No open fuses shall be exposed during storage inside a sales location.

(8) Consumer fireworks sales **or storage** shall only be allowed in areas zoned for commercial use.

(9) Any person engaged in consumer firework sales **or storage** in any other zone other than commercial zoned areas shall not be approved for sales within the City limits.

3. Fireworks - Discharging General Requirements.

A. The use or explosion of consumer fireworks within the City is hereby prohibited.

I recommend **adding the text in red** and **removing the highlighted text.**

B. The City may, upon application **in** writing, grant a permit for the display of display fireworks on public property by a City agency, fair associations, amusement parks, and other organizations or groups of individuals approved by City authorities when such display fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless **the** operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

(1) Personal Injury: \$250,000.00 per person.

(2) Property Damage: \$50,000.00.

(3) Total Exposure: \$1,000,000.00.

(Subsection 3 - Ord. 1109 - Dec. 20 Supp.)

4. Violations. All violations of any provisions of this chapter are hereby declared simple misdemeanors and/or municipal infractions. Violations may be prosecuted as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the Fire Chief **or** Police Chief. Fines shall be set by resolution of the City Council. Violations of this chapter shall be reported to the State Fire Marshal.

5. Exceptions. This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, **or** for signal purposes in athletic sports or by railroads or tracks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.